

**TOWN OF BRIGHTON
COMMUNITY SERVICES COMMITTEE**

**Minutes
April 18, 2018
9:30 a.m.
Brookside – Rec. Dept.**

PRESENT: Robin Wilt, Dee Burdett, Sally Constine, Matt Beeman, Jim Vogel, David Creek, Rebecca Cotter

MEETING CALL TO ORDER

APPROVAL OF MINUTES Unanimously Approved
March 21, 2018

CONTINUING BUSINESS

Park Issues: Matt Beeman:

Lodge Rentals and Security Deposit policy review

- Town Park Lodge work begins this week, should be done next week for window replacements
- Community Development Block Grant work on access will be scheduled soon
- Corbett's Glen discussion regarding needed policy changes, additions and updates to the Parks Local Law for the Town
- Technical Amendments to adjust, staff titles that are included in the Park Law
- Proposed changes and additions were discussed and reviewed
- Penalties for violating the code was also discussed, specifically relating to an off leash dog. Matt has requested that fee be increased to serve as a greater deterrent
- Timing of the parks being open/closed was discussed, setting a uniform time across all parks to close? Consensus was reached to make park closing times at 10:00 pm in all parks
- Hope to have the language updates to Town Law in place before Memorial Day
- Will continue to work toward a public hearing a the second meeting of May
- Discussion of use of park lodges, regarding adding language to policy/rules to include no facility rental is not valid until fee or deposit is paid for the rental. May need to add language relating to refund of deposits
- Brickyard Trail discussion of a natural sitting area between Westfall and the pond area being added. The Brickyard trail is used by residents of the Landing and it is difficult for some to reach the sitting area near the pond overlook
- Proposed Eagle Scout requests are dealt with on an individual basis by Matt
- Buckland Park area in need of dredging

Recreation Programs – issues or challenges:

- Summer Camp Registration has begun and we had a slight technical difficulty during the first hour that was quickly resolved
- The camp weeks are filling fast
- 188 transactions in the first opening day
- Building concerns -- the Recreation Staff have been scheduling regular work days to go room by room at Brookside to clean and clear out any unnecessary clutter

- The Recreation & Parks Staff are diligently working to make what improvements we can to the Brookside Recreation Center and will continue to work with BCSD on issues under their supervision

Winter Farm Market Update

- Updated plans have been received
- They will go out for re-bid the first week of May

Corbett's Glen Advisory Council Recommendations: Matt Beeman:

- Proposed language for signage will be put together in conjunction with the new language in the Town/Park Law
- Location of proposed signage was discussed
- Will try to use language to encourage following the posted rules, “help preserve” etc...
- Robin met with Dennis Adams and the Garden Lovers Club that donated root ball trees to the Town and were recently planted
- Discussion of a formation of a Friends of Corbett's Glen
- Creating a Friends of each specific park will allow community members to participate who have an interest in a specific park
- This will help raise awareness of rules for each specific park and get greater community involvement
- Daily maintenance sweeps are done at Corbett's Glen
- Bagged dog waste pick up is an ongoing concern and is picked up by staff and neighbors
- H2O Hero's signage relating to dog waste and water contamination has been provided by Monroe County. They will be put in place this spring

Annual Clean Sweep Planning Update – May 12, 2018

- Met with BCSD Brighton Believes Committee
- Robin is working with Mitch Nellis SOC/Color Brighton Green regarding the map and assignments
- Met with school district regarding their roles
- Robin is coordinating group assignments and encouraging people to register individually
- Rotary would like to be placed in and around the Buckland property/Westfall Road
- Publicity is ongoing and going out

Semi-Annual Shredding and Electronic Event Planning Update – May 19, 2018

- Planning is going smoothly
- Iron Mountain is providing another quote for the shredding portion of the event
- Multiple prices for paper shredding have been obtained, Robin will determine which vendor we move forward with based on pricing

Inclusion, Diversity and Equity Advisory Committee Update

- Up and running with interviews
- Had an overwhelming response and interest for this committee
- Would like to have interviews completed well before the end of May

Community Choice Aggregation Law Update

Review Implementation Plans

- See attached in Minutes

- Pittsford Sutherland High School, 7 pm
Hosting Public Forum on CCA
Presentation by Good Energy and Joule Assets

Beautification Committee Update

- Committee has been formally adopted by the Town Board
- A call for members will go out shortly
- Sally & Dee sent a communication/proposal to Matt as requested identifying areas that may need addressing
- Proposal was reviewed, Matt forwarded items that relate to Highway to the Highway Department to start the conversation on getting some of these maintenance items done
- Matt will continue to try to get an idea of timing for some of these concerns
- Some items may be able to be addressed during Clean Sweep on May 12th
- There will be mulch available at Town Hall for use at the Rose Garden area during Clean Sweep
- Looking for commitment from Roselawn to weed and mulch the Rose Garden as part of Clean Sweep
- As part of the GIGP, Plant Concepts provided 2 options for the Rose Garden that were proposed in the fall of 2017
- Plant Concepts plans were shared and discussed
- Still waiting to hear back from Roselawn on the plans that Pattie...had proposed and was going to have the Roselawn neighborhood provide feedback
- Park benches are needed in common areas of the parks for residents to use. Park benches that exist are in disrepair and need to be replaced or repaired
- Conversation regarding garbage receptacles and the need for more or not
- Chamber request should be for a substantial town project, not ongoing maintenance projects
- Conversation regarding Twelve Corners Pergola and ongoing maintenance issues as it relates to the vision or overall goal for the Beautification Committee
- Matt will follow up with Mike regarding the Pergola and how to proceed, he will report back
- Robin will try to coordinate with the Clean Sweep Event to have a work crew weed the Twelve Corners Park area
- There is no one designee to determine what areas of the Town need attention from a visual perspective
- Falls under the Departments with jurisdiction in those areas (Highway, Parks, Code Enforcement etc...)
- Plant Concepts is under contract for ongoing maintenance of the GIGP areas already completed on Monroe Avenue

New Neighbor welcome Update

- A new portion of the Town Website has been built
- This is an ongoing process, please contact MaryAnn Hussar with any additions/revisions
- Very nicely done
- Discussion with Neighborhood groups about their online presence
- Discussion of inclusion of school district welcome information as well

NEW BUSINESS

Earth Day, April 22nd 2018

- Proclamation will be prepared for Earth Day/Arbor Day
- Brighton is a Tree City USA for the 16th year
- No smoking in the parks ban was discussed, Bill will circle back with Dan and Ken on this topic

Skating Rink: Tabled for future meeting

NEXT MEETING:

Wednesday

May 16th, 2018

9:30 am Brookside

Joule Assets, Inc.
Community Choice Aggregation Implementation Plan
Appendix B: Rochester/Finger Lakes Program

Appendix B: Rochester/Finger Lakes Community Choice Aggregation Program

This Appendix to the Community Choice Aggregation (“CCA”) Implementation Plan (filed by Joule Assets, Inc. on 11/9/2017 in Case 14-M-0224) is hereby submitted on behalf of the Village of Lima, Village of Brockport, Town of Geneva and any additional area municipalities that adopt this Implementation Plan pursuant to the requirements set forth in the PSC CCA Order (collectively, “Program Municipalities”). Program Municipalities have selected Joule Assets, Inc. (“Joule”) as the CCA Administrator, and comprise its Rochester/Finger Lakes regional aggregation.

Rochester People’s Climate Coalition (“RPCC”) is serving as Local Organizer for the Rochester/Finger Lakes Program, and will share in the administrative fees as a local contractor of Joule. RPCC, a non-profit organization committed to achieving sustainability and climate change action goals in the greater Rochester area, is responsible for Program inception, and has played an indispensable role in the organization of Program Municipalities and consensus-building around Program priorities and goals.

Joule has been conducting consistent outreach to elected officials, community groups, and in public Q&A sessions in Program Municipalities, in partnership with RPCC starting in June 2016. Please see Public Outreach and Local Press Coverage Summary below.

RPCC will continue to spearhead community outreach and education. Together, Joule and RPCC will support Program Municipalities as they develop agreements and Solicitations that reflect community priorities and, above all else, protect consumers. RPCC is responsible for setting up and managing the Local Operation for ongoing local Program development, maintenance of the Program Portal, customer support, and stakeholder engagement.

Please find below:

- Public Outreach and Local Press Coverage Summary
- Local Government/Community Meeting and Event Timeline
- Certifications of Local Enabling Legislation
- Sample Program Notification Letter

Public Outreach and Local Press Coverage Summary

Prepared by Joule Assets and Rochester People’s Climate Coalition

Background: The Rochester People’s Climate Coalition (RPCC) is an umbrella organization that includes business, civic, faith and environmental groups. Launched in 2014 to mobilize our community to attend the People’s Climate March in NYC, our organization has grown to include over 120 member groups and has refined our vision for climate action. Our work to eliminate greenhouse gas emissions from the greater

Appendix B: Rochester/Finger Lakes Community Choice Aggregation Program

Rochester region is focused on four action pathways: Renewable Energy Transition, Land Use, Building Efficiency, and Transportation.

The Renewable Energy Transition team began exploring state and local strategies for increasing renewable energy in electrical generation. These strategies, including Community Choice Aggregation, were introduced to our community during a panel presentation in December 2015. Workshop attendees saw community choice aggregation as a powerful tool and spent the following six months learning, researching, and building relationships in other communities (Sullivan, Westchester Counties) that were engaged in the same work. By the time the Public Service Commission issued its ruling on CCA in April of 2016, the Rochester People's Climate Coalition had developed a core team focused on educating the community about the potential of implementing a CCA program in our region.

2016 Outreach: In June 2016, the RPCC team invited Joule Assets to meet with community members in Rochester to discuss CCA and the Westchester Power experience. There were ten community members in attendance including a municipal employee of the City of Rochester and a town Supervisor. Over the summer, the RPCC community choice aggregation team contacted municipal leaders to inform them about the program. More than 45 communities were contacted including all of the towns, and villages in Monroe County, the City of Rochester and a few communities in neighboring counties. Each community received an introductory letter and offer for further discussion. More than a dozen communities responded with phone conversations and in person meetings to learn more about community choice aggregation.

The RPCC team hosted the first workshop on CCA for municipal leaders in Monroe County in September 2016. Two staff members from Joule Assets were invited to give an overview presentation on community choice aggregation and lead a discussion. In addition to the RPCC team, the meeting was attended by a dozen people including three village mayors, village board members, town staff and staff from the City of Rochester.

A follow up workshop was hosted by RPCC in November of 2016. David Zorn of the Genesee/Finger Lakes Regional Planning Council presented on the Clean Energy Communities program, followed by a presentation by Joule/RPCC on Community Choice Aggregation, including the process for implementation and local progress.

2017 Outreach: The RPCC community choice aggregation team gave 32 presentations to municipal leaders during the year, including: 13 public board presentations, 6 public hearings, 3 committee meetings, 7 small group meetings with Mayors/Supervisors/staff, the Monroe County Mayoral association, the Monroe County Town Supervisor's meeting, and the Genesee/Finger Lakes Regional Planning Council small government workshop. In addition, approximately 50 municipalities are receiving monthly e-mail updates on the educational opportunities to learn about CCA and the progress being made locally towards establishing a program. A third CCA workshop for municipal

Appendix B: Rochester/Finger Lakes Community Choice Aggregation Program

leaders and staff was held in the Penfield Town Hall in April. David Zorn presented on Clean Energy Communities followed by a presentation on CCA by Joule/RPCC. The workshop was attended by representatives from 6 (?) communities.

General public outreach was also conducted in 2017 through a variety of mechanisms. On fourteen occasions, the RPCC team attended events and farmer's markets to staff an educational table. The team explained CCA to approximately 550 people during these events. Presentations were also given to 9 neighborhood associations for 135 attendees. Four business and civic groups requested education on CCA, attended by 50 people. Ten faith groups (8 churches, 1 synagogue) hosted the CCA presentation for 66 people. There were 3 public forums where CCA education was shared with 126 people. The RPCC also co-hosted a regional Climate Action Summit at the Harley school, Brighton NY on October 28th. Over 250 people from across western NY attended the summit and approximately 35 people attended the CCA specific workshop.

Community Choice Aggregation outreach has also been accomplished through the media. RPCC is a regular guest on the local NPR affiliate, WXXI, to discuss issues related to climate change. During 2017, there were 3 opportunities for RPCC to highlight community choice aggregation. In print, there were 2 articles including the South Wedge Quarterly, and City News. There were also 2 on-line articles from WXXI, an NPR affiliate and Open Mic Rochester. One guest-essay was submitted in favor of CCA to the Democrat and Chronicle.

<https://www.rochesternewspaper.com/rochester/local-summit-aims-for-action-on-climate/Content?oid=4501129>

<https://www.rochesternewspaper.com/rochester/city-moving-on-energy-program/Content?oid=4002824>

<http://wxxinews.org/post/city-rochester-furthering-commitment-clean-energy>

<https://www.southwedge.com/issues/swq-spring-2017/>

<http://www.openmicroc.com/community-choice-aggregation-path-to-a-green-rochester/>

<http://www.democratandchronicle.com/story/opinion/guest-column/2017/02/03/rochester-choose-clean-energy/97468818/>

The Rochester People's Climate Coalition also hosts a website and CCA information can be found at this link <http://rocpc.com/our-work/renewable-energy-transition/> It includes a 5-minute long video that was produced about our efforts.

Local Government/Community Meeting and Event Timeline Prepared by Joule Assets and Rochester People's Climate Coalition

Date	Audience	Location	Attendees	Notes
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Appendix B: Rochester/Finger Lakes Community Choice Aggregation Program

6/24/16	Officials from Brighton and Rochester	Brighton	10	Joule, RPCC present
11/16/16	Officials from Aurora, Brockport, Mendon, Geneseo, Sodus Point, Richmond, Fayette, Brighton, Canandaigua, Bristol, Mt. Morris, York, Wendal, Caledonia, Spencerport, Sodus, Genesee Co., Wayne Co., Livingston Co.	Fall Regional Local Government Workshop, Batavia NY	29	Joule co-presents with RPCC and Genesee Finger Lakes Regional Planning Commission ("GFLRPC")
11/17/16	Officials from Brockport, Penfield, Rochester, Gates, Irondequoit, Palmyra, Farmington, Wayne Co. Econ. Dev.	Penfield Town Hall	23	GLRPC co-hosts with Joule, RPCC
1/3/17	General Public	Brighton Library	80	RPCC
1/17/17	Pittsford Village Board	Village Hall	10	RPCC
2/22/17	Farmington Town Board	Town Hall	20	RPCC
3/6/17	Brockport Village Board	Village Hall	10	RPCC
3/22/17	Rochester Neighborhood Assn.	218 Clifford	20	RPCC
4/3/17	NY: State of Climate Action	St. Thomas	62	RPCC
4/3/17	WXXI Audience	RADIO	??	RPCC
4/5/17	Municipal Officials/Workers	Penfield Town Hall	6	Joule co-presents with RPCC and GFLRPC
4/12/17	South Wedge Bus.Assn	357 Gregory	13	RPCC
4/13/17	Mothers Out Front	Irondequoit Library	4	RPCC
4/15/17	Benefit Concert	Anthology - 336 East Ave	10	RPCC
4/17/17	Sodus Climate Smart Communities	Sodus Municipal Building	6	RPCC
4/17/17	CCL Monthly mtg	UU church	30	RPCC
4/18/17	NE Service Center – Rochester	500 Norton St	0	RPCC
4/18/17	Park Ave Revitalization cmtee	Kirkhaven Home	14	RPCC
4/20/17	Mayoral Association	500 South Union, Sprrt	24	RPCC
4/20/17	Sierra Club Forum Tabling	New Bethel CME Church	20	RPCC
4/22/17	SunWorthy Tabling	Abundance 571 South Ave	58	RPCC
4/22/17	Science March Tabling	Hyatt	32	RPCC
4/22/17	Edgerton Earth Day Tabling	Jones Square Park	10	RPCC
4/23/17	Spiritus Christi-Tabling	121 N Fitzhugh	9	RPCC
4/25/17	Rochester City Council	City Hall	6	RPCC
4/29/17	Climate Rally Tabling	Washington Square Park	250 postcards	RPCC
4/30/17	Downtown United Presbyterian	121 N. Fitzhugh	28	RPCC
4/30/17	Gates Presbyterian	1049 Wegman Rd, 14624	1	RPCC
5/2/17	Upper Monroe Nbhd. Assn	New Life Pres. Monroe Ave	12	RPCC

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5/4/17	Beechwood Nbr Assn	Ryan Center	28	RPCC
5/7/17	Third Presbyterian	East Ave	17	RPCC
5/7/17	Christ Church	East Ave	12	RPCC
5/7/17	UU church	220 Winton Rd, Rm 115	3	RPCC
5/9/17	Lima Board	Lima	?	Discussion
5/9/17	Geneva Town Board	Cty rd 6	5	RPCC
5/11/17	Central Church of Christ	191 S Plymouth	1	RPCC
5/16/17	Mike Guyon	Brighton Town Hall	1	RPCC
5/18/17	SunCommon	318 Timothy lane 14519	1	RPCC
5/19/17	Town Supervisors Meeting	Lexington Hotel	13	RPCC
5/23/17	NE Service Center – Rochester	500 Norton Ave	15	RPCC
5/24/17	Rochester City Council	City Hall	6	RPCC
5/25/17	Gantt Recreation Center	North Ave	4	RPCC
5/30/17	City of Rochester	City Hall	3	Joule, RPCC
6/1/17	Bill Moehle	Brighton Town Hall	2	RPCC
6/2/17	Federal Bldg Rally	State St.	52	RPCC
6/5/17	Charlotte Community Association	Roger Robach Center	35	RPCC
6/6/17	Mayor Warren	City Hall	3	RPCC
6/8/17	Irondqt. Farmer Mkt	Irond Town Hall	20	RPCC
6/13/17	Lima Board	Lima	12?	Joule, RPCC
6/13/17	Scottsville Board	Scottsville	5+5 board	RPCC
6/18/17	Brighton Eco-Fair Tabling	BHS front lawn	30	RPCC
6/19/17	Honeoye Falls Village Board	HF	10	RPCC
7/10/17	Bri. Sust. Overs. Cmtee	Brighton Town Hall	7	RPCC
7/11/17	Scottsville Board	22 Main St Town Hall	40	RPCC
7/11/17	Lima Board	Village Hall	20	Local law approved; Joule, RPCC
8/1/17	Brighton Public Works	Brighton Town Hall	6	RPCC
8/5/17	Lima Blues Festival	Lima village	36	RPCC
8/6/17	Lima Blues Festival	Lima village	2	RPCC
8/8/17	Pittsford Town Supervisor	Pittsford	2	Joule, RPCC
8/8/17	Geneva Town Public Hearing	Geneva Town Hall	10	Local law approved; Joule, RPCC
8/8/17	Scottsville Public Hearing	22 Main St. town Hall	10	Local law approved; Joule, RPCC
8/8/17	City of Rochester	City Hall	8	Joule, RPCC
8/23/17	Brighton Public Hearing	B town hall	10 and board	public hearing part I; RPCC
9/7/17	Beechwood Nbr Assn		15	public presentation; RPCC
9/12/17	Geneva Town Board	Geneva Town Hall	2 - us	resolution to select Administrator; RPCC

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9/13/17	Brighton Public Hearing	Town Hall	12 and board	public hearing part II; RPCC
9/14/17	Nat Council Jewish Women	Temple Sinai	4	Tabling; RPCC
9/16/17	RochesterVeg Fest	MLK park, Roch	51 postcards	RPCC
9/18/17	Brockport Village Board	49 State St	15	Public Hearing; RPCC
9/26/17	Pittsford village board	Pittsford	5	info meeting; Joule, RPCC
10/1/17	St Monica's church	831 Genesee St.	10	info meeting; RPCC
10/2/17	Brockport Village Board	49 State ST	20	Local law approved; RPCC
10/10/17	Scottsville Vlg. Board	Town Hall	board	gen'l info Q&A; RPCC
10/15/17	Brighton Farmers Market	Bri High parking lot	20	Tabling; RPCC
10/29/17	Brighton Farmers Market	Bri High parking lot	20	Tabling; RPCC
10/30/17	Climate Summit	Harley	35	CCA presentation; RPCC
11/9/17	Canandaigua	Main St	2	Muni officials; RPCC
11/12/17	Brighton Farmers Market	Bri High parking lot	20	Tabling; RPCC
11/16/17	St.Annes	1600 Mt. Hope	20	Catholic diocese environmental groups; RPCC
11/17/17	GFLRPC Gov't Workshop	Batavia	5	government staff; RPCC
12/2/17	Our Lady of Lourdes	Brighton	6	adult congregants/parents of young kids; RPCC
12/11/17	Canandaigua	Library	12	Mayor, 3 council, 1 town official, UUCC; RPCC
1/2/18	Village of Victor	60 E Main St	9	Mayor, village board, lawyer; RPCC
1/9/18	Canandaigua Env. Committee	Wood Library - Hamlin room	25	Mayor, city council, community; RPCC
1/11/18	Irondequoit	Library	15	Mothers Out Front, Town Bd members; RPCC
1/15/18	Our Lady of Lourdes	Brighton	10	RPCC
1/16/18	Community Services Committee	Brighton	18	RPCC
1/23/18	St. Anne's	1600 Mt. Hope	6	Creation Care Committee, municipal leaders; RPCC
2/7/18	Officials from Honeoye Falls, Pittsford, Geneseo, Irondequoit, Rochester, Brighton	Penfield Town Hall	15	Joule, RPCC, GFLRPC
2/7/18	City of Geneva Council	City Hall	30	Joule, RPCC
5/18/18	Small Gov't Workshop	Burgendy Basin		

This outreach summary has been prepared chronologically, and not by municipality since there have been so many engaged municipalities, often organized into intermunicipal meetings and outreach events to maximize impact. Below is a summary of the meeting and outreach event dates in which each of the Program Municipalities has formally participated:

- Village of Lima: 5/9/17, 6/13/17, 7/11/17, 8/5/17, 8/6/17

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- Village of Brockport: 11/16/16, 11/17/16, 3/6/17, 9/18/17, 10/2/17
- Town of Geneva: 5/9/17, 8/8/17, 9/12/17

Certifications of Enabling Local Legislation

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County City Town Village

(Select one:)

of Lima

FILED
STATE RECORDS

JUL 18 2017

DEPARTMENT OF STATE

Local Law No. 2 of the year 2017

A local law amending the Code of the Village of Lima by adding a new Chapter, entitled "Community
(Insert Title)
Choice Aggregation Program."

Be it enacted by the Board of Trustees
(Name of Legislative Body) of the

County City Town Village

(Select one:)

of Lima

as follows:

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

A. It is the policy of both the Village of Lima ("Municipality") and the State of New York to reduce costs and provide 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). Among the initiatives that may advance these objectives in New York is Community Choice Aggregation ("CCA"), a policy that empowers local governments to determine the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery remains the responsibility of the Distribution Utility.

B. This Chapter establishes the authority for the Village of Lima, in connection with the implementation 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 Village of Lima, 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 intermunicipal program. As a result, consumers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.

(If additional space is needed, attach pages the same size as this sheet, and number each.)

- C. The Village of Lima is authorized to implement this 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 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 PROGRAM Law of the Village of Lima".

§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, 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 Village of Lima or third party CCA Administrator, duly authorized to request Aggregated and Customer Specific Data, competitively solicit Suppliers for the aggregated demand for electricity and/or natural gas 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, 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 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.
- E. DEFAULT 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 from the Distribution Utility as of the date the supply contract goes into effect, or 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.

- F. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, community distributed generation (e.g. shared solar), 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 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 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. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- I. PARTICIPATING CONSUMERS shall mean Default Consumers who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program.
- J. 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."
- K. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- L. SUPPLIER shall mean an ESCO that procures electric power and natural gas for 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. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program is hereby authorized 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 enter into contracts with one or more Suppliers for electric and/or natural gas supply and other services on behalf of 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 DER products and services to Participating Consumers.
- 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 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.
- B. CCA Administrator, on behalf of the Village of Lima, 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 letter, printed on municipal letterhead, shall be mailed to Default Consumers at least 30 days prior to customer enrollment. The letter shall include information on the CCA program and the contract signed with the selected 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 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 disenroll from the CCA program at any time without penalty.

§6. Data Protection Requirements.

A. The Municipality, or CCA Administrator on its behalf, may request Aggregated Data and Customer Specific Data from the Distribution Utility.

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 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.

§7. 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.

§8. Reporting.

A. Annual reports shall be filed with the Village Board of Trustees 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.

§9. Effective Date.

This Local Law shall be effective immediately upon filing with the Office of the Secretary of State.

§10. 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.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 2 of 2017 of the (County)(City)(Town)(Village) of Lima was duly passed by the Board of Trustees on July 11 2017, in accordance with the applicable (Name of Legislative Body) provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*) on _____ 20____, in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____ (Elective Chief Executive Officer*)

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20____. Such local

law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph _____ above.

Linda Barfield

Clerk of the county legislative body, City, Town or Village Clerk or officer designated by local legislative body

Date: July 14, 2017

(Seal)

Local Law Filing

(Use this form to file a local law with the Secretary of State.)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

FILED
STATE RECORDS

County City Town Village

(Select one.)

of Brockport

NOV 09 2017

DEPARTMENT OF STATE

Local Law No. 1 of the year 2017

A local law to establish a community choice aggregation program in the Village of Brockport
(Insert Title)

Be it enacted by the Board of Trustees of the

(Name of Legislative Body)

County City Town Village

(Select one.)

of Brockport

as follows:

see attached

(If additional space is needed, attach pages the same size as this sheet, and number each.)

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as local law No. 1 of 2017 of the (County)(City)(Town)(Village) of Brockport was duly passed by the Board of Trustees on October 2 2017, in accordance with the applicable (Name of Legislative Body) provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer*.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ and was deemed duly adopted (Elective Chief Executive Officer*).

on 20 , in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20 ____.

Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____ 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20 ____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____ 20____, and was (approved)(not approved) (Name of Legislative Body) (repassed after disapproval) by the _____ on _____ 20 ____ Such local (Elective Chief Executive Officer*)

law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____ 20____, in accordance with the applicable provisions of law.

* Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county-wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or village, or the supervisor of a town where such officer is vested with the power to approve or veto local laws or ordinances.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the City of _____ having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____ 20____, became operative.

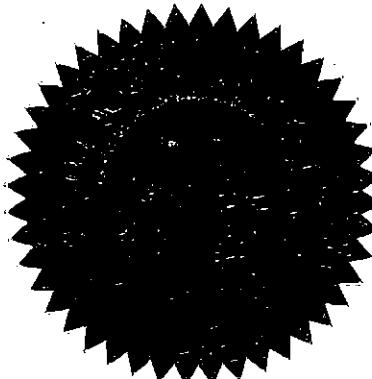
6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____ State of New York, having been submitted to the electors at the General Election of November _____ 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1 _____ above.

(Seal)



Selbie Ann Yodell
Clerk of the county legislative body, City, Town or Village Clerk or
officer designated by local legislative body

Date:

10/20/17

LOCAL LAW NO. 1 – 2017

**A LOCAL LAW TO ESTABLISH A COMMUNITY CHOICE AGGREGATION
PROGRAM IN THE VILLAGE OF BROCKPORT**

Be it enacted by the Village of Brockport of the County of Monroe as follows:

Section 1. The Code of the Village of Brockport is hereby amended by adding a new Chapter entitled “COMMUNITY CHOICE AGGREGATION PROGRAM,” to read as follows:

ARTICLE I

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

- A. It is the policy of both the Village of Brockport (“Municipality”) and the State of New York to reduce costs and provide 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). Among the initiatives that may advance these objectives in New York is Community Choice Aggregation (“CCA”), a policy that empowers local governments to determine the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery remains the responsibility of the Distribution Utility.
- B. This Chapter establishes the authority for the Village of Brockport, in connection with the implementation 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 village, 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 intermunicipal program. As a result, consumers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Village of Brockport is authorized to implement this 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 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 PROGRAM Law of the Village of Brockport”.

§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, 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 third party duly authorized to request Aggregated and Customer Specific Data, competitively solicit Suppliers for the aggregated demand for electricity and/or natural gas 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, 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 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.
- E. **DEFAULT 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 from the Distribution Utility as of the date the supply contract goes into effect, or 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.
- F. **DISTRIBUTED ENERGY RESOURCES (DER)** shall mean local renewable energy projects, community distributed generation (e.g. shared solar), 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 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 in the Municipality. The Distribution Utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA program.
- I. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- K. PARTICIPATING CONSUMERS shall mean Default Consumers who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program.
- 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. SUPPLIER shall mean an ESCO that procures electric power and natural gas for 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. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program is hereby authorized 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 enter into contracts with one or more Suppliers for electric and/or natural gas supply and other services on behalf of 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 DER products and services to Participating Consumers.
- 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 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.
- B. CCA Administrator, on behalf of the Village of Brockport, 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 letter, printed on municipal letterhead, shall be mailed to Default Consumers at least 30 days prior to customer enrollment. The letter shall include information on the CCA program and the contract signed with the selected 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 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 disenroll from the CCA program at any time without penalty.

§6. Data Protection Requirements.

- A. The Municipality, or CCA Administrator on its behalf, may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- 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 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.

§7. 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.

§8. Reporting.

- A. Annual reports shall be filed with the Board of Trustees 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.

§9. Effective Date.

This Local Law shall be effective immediately upon passage.

§10. 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.

STATE OF NEW YORK
DEPARTMENT OF STATE
ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR
ROSSANA ROSADO
SECRETARY OF STATE

November 1, 2017

Town Clerk

RE: of Geneva, Local Law 2 2017, filed on August 21, 2017

Dear Sir/Madam:

The above referenced material was filed by this office as indicated. Additional local law filing forms can be obtained from our website, www.dos.ny.gov.

Sincerely,
State Records and Law Bureau
(518) 473-2492

Lorrie Naegle, Clerk



Department
of State

RILEY & GRAFF, LLP
ATTORNEYS AT LAW
26 EAST MAIN STREET
P.O. BOX 604
CLIFTON SPRINGS, NEW YORK 14432 —0604

JOHN F. RILEY
JEFFREY D. GRAFF

LEGAL ASSISTANTS:
COURTNEY R. SPRAGUE
ROBYN L. HANNA

Tel. No. (315) 462-3010
Fax No. (315) 462-5039

August 15, 2017

NYS Department of State
State Records and Law Bureau
Suite 600
99 Washington Avenue
1 Commerce Plaza
Albany, New York 12231

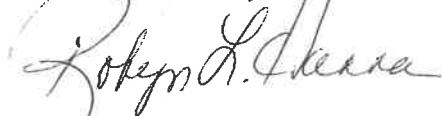
**Re: Town of Geneva, Ontario County, New York
Local Law No. 2 of 2017: Establish Community Choice Aggregation Program**

To Whom It May Concern:

Enclosed please find the above-referenced original Local Law as enacted by the Town Board. Please provide us with a filing receipt as soon as the Local Law has been filed with the Secretary of State. Thank you.

Very truly yours,

RILEY & GRAFF, LLP



Robyn L. Hanna
Legal Assistant
rjhanna@rileygraff.com

/rlh

cc: w/enc.

Lorrie Naegle, Clerk
Town of Geneva

(Use this form to file a local law with the Secretary of State)

Text of law should be given as amended. Do not include matter being eliminated and do not use italics or underlining to indicate new matter.

County
City
Town of Geneva
Village

Local Law No. 2 of the year 2017.

A local law **"To Establish a Community Choice Aggregation Program in the Town of Geneva"**
(Insert Title)

Be it enacted by the **Town Board** (Name of Legislative Body)

County
City
Town of Geneva as follows:
Village

Section 1. The Code of the Town of Geneva is hereby amended by adding a new Chapter 71, entitled "COMMUNITY CHOICE AGGREGATION PROGRAM", to read as follows:

**Chapter 71
COMMUNITY CHOICE AGGREGATION PROGRAM**

§71-1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the Town of Geneva ("Municipality") and the State of New York to reduce costs and provide 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). Among the initiatives that may advance these objectives in New York is Community Choice Aggregation ("CCA"), a policy that empowers local governments to determine the source of electricity and/or natural gas supply on behalf of its residents and small businesses, reflecting local resources, priorities, and challenges. Energy delivery remains the responsibility of the Distribution Utility.
- B. This Chapter establishes the authority for the Town of Geneva, 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 Geneva, 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 intermunicipal program. As a result, consumers will have the opportunity to lower and stabilize their energy costs, to spur local clean energy innovation and investment, and to reduce their environmental impact; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Town of Geneva is authorized to implement this 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 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 PROGRAM Law of the Town of Geneva."

§71-2. 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, 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 Geneva or third party CCA Administrator, duly authorized to request Aggregated and Customer Specific Data, competitively solicit Suppliers for the aggregated demand for electricity and/or natural gas 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, 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 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. DEFAULT 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 from the Distribution Utility as of the date the supply contract goes into effect, or 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.
- E. DISTRIBUTED ENERGY RESOURCES (DER) shall mean local renewable energy projects, community distributed generation (e.g. shared solar), 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 and/or reduce cost of service for Participating Consumers, optimize system benefits, and/or address infrastructure and demand challenges within geography of the CCA.
- F. DISTRIBUTION UTILITY shall mean owner or controller of the means of distribution of the natural gas or electricity in the Municipality. The Distribution Utility also serves as the default supplier of electricity and natural gas preceding the establishment of a CCA program.
- G. ESCO or ENERGY SERVICES COMPANY mean an entity duly authorized to conduct business in the State of New York as an ESCO.
- H. PARTICIPATING CONSUMERS shall mean Default Consumers who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program.
- I. 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."
- J. PUBLIC SERVICE COMMISSION or PSC shall mean New York State Public Service Commission.
- K. SUPPLIER shall mean an ESCO that procures electric power and natural gas for 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.

§71-3. Authorization of a Community Choice Aggregation Program.

- A. A Community Choice Aggregation Program is hereby authorized 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 enter into contracts with one or more Suppliers for electric and/or natural gas supply and other services on behalf of 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 DER products and services to Participating Consumers.

- 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.

§71-4. Eligibility.

- A. All Default Consumers 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.
- C. CCA Administrator, on behalf of the Town of Geneva, 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.

§71-5. Opt-Out Process.

- A. A program notification letter, printed on municipal letterhead, shall be mailed to Default Consumers at least 30 days prior to customer enrollment. The letter shall include information on the CCA program and the contract signed with the selected 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 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 disenroll from the CCA program at any time without penalty.

§71-6. Data Protection Requirements.

- A. The Municipality, or CCA Administrator on its behalf, may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- 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 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.

§71-7. 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.

§71-8. Reporting.

- A. Pursuant to the PSC CCA Order, annual reports shall be prepared by the CCA Administrator and presented for review to the Town Board of the Municipality, and thereafter filed with the PSC 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 canceling 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.

Section 7. If any clause, sentence, paragraph, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been ordered.

Section 8. This local law shall take effect immediately upon filing with the Secretary of State.

(Complete the certification in the paragraph that applies to the filing of this local law and strike out that which is not applicable.)

1. (Final adoption by local legislative body only.)

I hereby certify that the local law annexed hereto, designated as Local Law No. 2 of 2017 of the Town of Geneva was duly passed by the Geneva Town Board on August 8, 2017, in accordance with the applicable provisions of law.

2. (Passage by local legislative body with approval, no disapproval or repassage after disapproval by the Elective Chief Executive Officer¹.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ and was deemed duly adopted on _____, 20____ in accordance with the applicable provisions of law.

3. (Final adoption by referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the on 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____, 20____. Such local law was submitted to the people by reason of a (mandatory)(permissive) referendum, and received the affirmative vote of a majority of the qualified electors voting thereon at the (general)(special)(annual) election held on _____, 20____, in accordance with the applicable provisions of law.

4. (Subject to permissive referendum and final adoption because no valid petition was filed requesting referendum.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the (County)(City)(Town)(Village) of _____ was duly passed by the _____ on _____, 20____, and was (approved)(not approved)(repassed after disapproval) by the _____ on _____, 20____. Such local law was subject to permissive referendum and no valid petition requesting such referendum was filed as of _____, 20____, in accordance with the applicable provisions of law.

5. (City local law concerning Charter revision proposed by petition.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 2005 of the City of _____ of having been submitted to referendum pursuant to the provisions of section (36)(37) of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of such city voting thereon at the (special)(general) election held on _____, 20____, became operative.

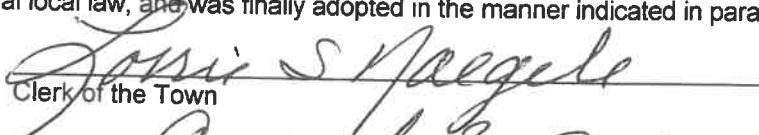
6. (County local law concerning adoption of Charter.)

I hereby certify that the local law annexed hereto, designated as local law No. _____ of 20____ of the County of _____, State of New York, having been submitted to the electors at the General Election of November _____, 20____, pursuant to subdivisions 5 and 7 of section 33 of the Municipal Home Rule Law, and having received the affirmative vote of a majority of the qualified electors of the cities of said county as a unit and a majority of the qualified electors of the Towns of said county considered as a unit voting at said general election, became operative.

(If any other authorized form of final adoption has been followed, please provide an appropriate certification.)

I further certify that I have compared the preceding local law with the original on file in this office and that the same is a correct transcript therefrom and of the whole of such original local law, and was finally adopted in the manner indicated in paragraph 1, above.

(Seal)


Clerk of the Town
Date: August 8, 2017

(Certification to be executed by County Attorney, Corporation Counsel, Town Attorney, Village Attorney or other authorized attorney of locality.)

STATE OF NEW YORK
COUNTY OF ONTARIO

¹ Elective Chief Executive Officer means or includes the chief executive officer of a county elected on a county- wide basis or, if there be none, the chairperson of the county legislative body, the mayor of a city or Village, or the supervisor of a Town where such officer is vested with the power to approve or veto local laws or ordinances.

I, the undersigned, hereby certify that the foregoing local law contains the correct text and that all proper proceedings have been had or taken for the enactment of the local law annexed hereto.

~~Attorney to the Town
Town of Geneva~~

Date:

8/11/17

Sample Program Notification Letter

Welcome to Greentricity!

[Municipality] has joined with two other area communities to create a new energy program that localizes control over how we purchase and generate electricity. This new program reflects our community's preference to support clean energy from renewable sources, to address price uncertainty and market volatility, and to create local economic opportunity while building a more resilient and reliable power grid.

[Municipality] is now able to take control of its energy future by implementing a policy tool known as Community Choice Aggregation (CCA), which enables communities to leverage their collective purchasing power and act as a single buyer in energy markets. Each household or small business will have the choice to remain in the program or to freely opt out with no penalties whatsoever. For details on your options, see below.

[Distribution Utility] will remain your electric utility

Energy delivery remains the responsibility of your utility, [Distribution Utility] but your electric supply will now be served by [Supplier]. You will continue to receive a single bill each month from [Distribution Utility], and you should continue to call [Distribution Utility] in the case of an outage, service interruption, or billing issue. Beginning with the [launch month] service period, your utility bill will reflect the new rate (see rates and options below) and [Supplier] as your supplier of electricity. [Distribution Utility]'s delivery charges will remain unaffected by this change.

Benefits

[*if fixed rate] COST CERTAINTY – No more monthly fluctuations - the Greentricity rate will remain fixed every month until the [end of contract month] service period.

GREATER CHOICE - Your municipality chose the [Clean Power Product] as the default supply option. You may freely switch to the standard supply option at any time (see below for instructions on how to switch). You may choose to return to [Distribution Utility] or choose an alternate supplier at any time- there are never any fees or penalties for switching.

LOWER RATES – Greentricity solicited bids from pre-qualified energy suppliers, and only bids lower than the average [Distribution Utility] rate over the preceding [12/124...60] months were considered.

CLEANER ENERGY – The [Clean Power Product] is sourced from 100% renewable energy, such as solar, wind, and hydropower, and is verified with New York State Renewable Energy Certificates. [If integrating CDG] A local solar project is integrated into your default supply resulting in price discounts in the form of monthly credits on your bill. [Insert description of project (location/type/size), and how/where credits will appear on bill].

Rate	Residential	Small Commercial
Historical average [Distribution Utility] rate (past [12/24...60] months)	X.XX ¢/kWh	X.XX ¢/kWh
Default option: [Clean Power Product]	X.XX ¢/kWh	X.XX ¢/kWh
Option 2: [standard supply]	X.XX ¢/kWh	X.XX ¢/kWh
[Distribution Utility] rate	Monthly variable	Monthly variable

No action is required; you will be automatically enrolled unless you opt out

There is no penalty or fee to opt out of the program. You may opt out within 30 days of receiving this letter. If you choose to opt out, your supply service from [Distribution Utility] will not be interrupted in any way, and your account information will not be shared with any third parties.

If you choose not to opt out within the 30-day opt-out period, you will be enrolled in the program. [Distribution Utility] will share your account information with Greentricity in order for [Supplier] to serve you. You may still cancel service from Greentricity at any point thereafter with no penalty. Your account will move back to [Distribution Utility] for the following billing cycle.

If you opt out or leave the program and choose to opt back in at a later date, you may be required to pay a higher [fixed] rate, depending on market rates at that time.

[Municipal Letterhead]

[Greenergy Logo]

[Date]

To opt out, you may do any of the following:

- Return pre-paid opt out postcard included with this mailing, OR
- Go to [program URL], and submit the online opt-out form, OR
- Call Greenergy at (XXX) XXX-XXXX

Opting for standard supply

To opt for the supply option with no additional renewable content, you may do either of the following:

- Go to [program URL], and submit the online form to switch to standard supply, OR
- Call Greenergy at (XXX) XXX-XXXX

If you are already enrolled with an alternate supplier

You have received this letter in error. Please call Greenergy at (XXX) XXX-XXXX and we will ensure your contract is not interrupted and you will not be enrolled in Greenergy.

For questions or more information

Please visit Greenergy [URL] or call (XXX) XXX-XXXX from X – Y, Monday to Friday.

[Supplier] can be found at [URL] or at (XXX) XXX-XXXX from X – Y, Monday to Friday.

Sincerely,

[Chief elected official signature and printed name]

Joule and/or RPCC

Municipalities participating in the Greenergy Program:

Village of Lima

Village of Brockport

Town of Geneva

Joule Assets, Inc.
Community Choice Aggregation
Master Implementation Plan
Contact: Glenn Weinberg gweinberg@jouleassets.com
646 785-7204 (m)
914 977-3444 x106 (o)

JOULE ASSETS COMMUNITY CHOICE AGGREGATION
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1 DEFINITIONS AND ACRONYMS

1.1 Definitions

Aggregated Data: Aggregated and anonymized customer information and consumption data requisite for issuance of a Solicitation for Commodity Supply, provided by the Utility to the CCA Administrator. This includes data mandated by the PSC CCA Order, as well as additional data necessary to adequately service and protect all Program Customers, and for integration of DER and related services described in this Implementation Plan.

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Assistance Program Participant (APP): Customer enrolled in Utility a low-income assistance program. Pursuant to the [Low-Income Order](#)¹, ESCOs may only serve APPs with supply products that offer guaranteed savings against utility rates. This provision has been extended to ESCOs serving APPs within CCA programs².

Clean Energy Standard (CES): New York clean energy policy requiring that fifty percent of the state's electricity come from renewable energy sources such as solar and wind by 2030.

Clean Power Product: 100% renewable power supply product, as defined in Competitive Solicitation(s), offered to Program Consumers on either an opt-out or opt-in basis.

Community Choice Aggregation (CCA): A municipal energy procurement model authorized under the PSC CCA Order that replaces the Utility as the default supplier of electricity and/or natural gas for Program Customers within Program Municipalities. CCA shall also mean efforts to procure clean energy as well as to deploy Distributed Energy Resources.

Community Distributed Generation (CDG): Community shared renewables program expanding customer access to the environmental and system benefit of renewable projects. [Established in New York State by a July 2015 PSC Order](#)³ in Case 15-E-0082 (the “PSC CDG Order”), CDG allows small-scale generators located behind a non-residential host meter to remotely share net metering or VDER monetary credits. CDG projects must meet size requirements and maintain a

¹ “Order Adopting a Prohibition on Service to Low-Income Customers by Energy Service Companies” (issued December 16, 2016 in Case 12-M-0476).

² See “[Order Approving Community Choice Aggregation Program and Utility Data Security Agreement with Modifications](#)” (Issued October 19, 2017 in Case 14-M-0224), p.19.

³ <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId=%7B76520435-25ED-4B84-8477-6433CE88DA86%7D>

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minimum of ten member customers (meters) located within the same utility service territory and load zone. Customers receive a proportional monetary credit on their monthly utility bill.

CDG Sponsor: The owner/operator of a Community Distributed Generation project, as designated in the PSC CDG Order.

Community Distributed Generation Credit: Monetary credit applied to utility bills of Program Customers enrolled in a Clean Power Product that includes procurement from CDG projects. Credit value is determined either by net metering rules or by the Value of Distributed Energy Resources tariff (depending on the commission date of the project).

Competitive Supplier (or “Supplier”): An entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) that procures electric power and/or natural gas for Program Consumers in connection with a CCA Program. Procurement may include bilateral agreements for kWh and/or RECs with renewable generators, at the direction of Program Municipalities.

CCA Administrator (or “Administrator”): Joule Assets, Inc. (or “Joule”), selected by Program Municipalities to manage Program design and implementation. CCA Administrator is responsible for convening Program Municipalities and representing them in requisite interface with Utilities, Suppliers, and the PSC. This includes overseeing regulatory submissions, utility data requests, Solicitations and Supply Contract negotiations, public outreach and education, and customer enrollment.

CCA Program (or “Program”): Community Choice Aggregation Program described in this Implementation Plan.

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Customer-Specific Contact Data (or “Customer Data”): Utility data for all Default Consumers including account holder name, service address, primary language, if available, and any customer-specific alternate billing name and/or address.

Data Protection Plan: Included in the mandatory Program Proposal. Describes how the CCA Administrator, Program Municipalities, Local Organizer, and any other Program entity that will have access to Customer Data, will employ appropriate technologies and protocols to securely store and transfer Customer Data to prevent its theft and/or unlawful sale. Pursuant to the PSC CCA Order, all Program entities with access to Customer Data will be held to the same security standards currently required of the Distribution Utility and ESCOs by the UBP. Data protocols must be compliant with 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. The Data Protection Plan will be consistent with the Data Security Agreement between CCA Administrator and Distribution Utility.

Data Security Agreement: Agreement between CCA Administrator and Distribution Utility extending the Utility’s internal requirements and procedures relating to the protection and secure transfer of Customer Data to the CCA Administrator. Data Security Agreement will be consistent with the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

Default Consumers: Customers of electricity and/or natural gas within **[insert Opt-Out Eligible Service Classes (as delineated in the PSC CCA Order)]**, who receive supply service from the Distribution Utility as of the effective date of the Supply Contract, or consumers within these service classes that subsequently become eligible to participate in the Program including those

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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. Program Municipalities may choose to include APPs as Default Consumers despite the block on their accounts. Consumers within Opt-Out Eligible Service Classes, as of the effective date of the Supply Contract, 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. 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 effective date of the Supply Contract.

Distributed Energy Resources (DER): Local renewable energy projects, Community Distributed Generation, demand response, peak load reduction, energy management, storage, and other innovative Reforming the Energy Vision initiatives aimed at optimizing system benefits and reducing the cost of service for Program customers.

Distributed Energy Resource Supplier (DERS): A supplier of one or more DER serving Program Customers of the Program. Suppliers may choose to provide DER as stand-alone products or services, or may choose to bundle them with energy commodity (kWh). Entities that sell both DER and energy commodity are both DERS and Competitive Suppliers.

Distribution Utility (or “Utility”): **[insert Utility name]**, the owner or controller of the means of distribution of the electricity and/or natural gas in the Municipality. The Distribution Utility also serves as the default supplier of electricity and/or natural gas preceding the establishment of a CCA program.

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Electronic Data Interchange (EDI): Standardized, automated mechanism for sharing customer account data and enrollment status between Utility and Supplier.

Enabling Local Legislation: A local law or ordinance, adopted by a municipality according to Municipal Home Rule Authority and in compliance with PSC CCA Order, which authorizes the municipality to join a CCA program.

Energy Services Company (ESCO): A load serving entity duly authorized to conduct business in the State of New York as an ESCO. Eligible to serve as a Competitive Supplier of energy and other commodities for Program Customers.

Environmental Disclosure Label: Certification of the sourcing information of an energy supply product. This includes fuel type, emissions/carbon intensity, and a comparison to state average. Competitive Supplier agrees to comply with any current and/or future rules and regulations related to Environmental Disclosure Labels in the State of New York.

Firm Full-Requirements Power Supply: The terms under which the Competitive Supplier provides the energy commodity, capacity, reserves, ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Program Customers at a fixed contract price including all those components regardless of changes in kWh usage or product enrollment distribution during the term of the Supply Contract.

kW, kWh, and MWh: kilowatt, kilowatt-hour and megawatt-hour (1,000, and 1,000,000 watts sustained over an hour) respectively.

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Local Organizer (or “Organizer”): [Insert entity or individual name], a local stakeholder committed to the success of the CCA program. Local Organizer is responsible for management of the Local Operation, spearheading grassroots community organizing, consensus-building, education and outreach, stakeholder engagement, and customer service.

Local Operation: Enterprise managed by the Local Organizer, with guidance from the Administrator, as an ongoing resource to serve and grow the Program to better support consumers and local interests. Duties of the Local Operation include customer service, outreach and communications, data management and security, Program development, and maintenance of web-based customer-facing Program Portal.

Memorandum of Understanding (MOU): Binding commitment establishing conditions under which Municipality shall enter into a Supply Contract with a Competitive Supplier.

New Consumers: Residential and small commercial consumers of electricity that become Default Consumers after the Effective Date, including those that opt-in or move into Municipality. New Consumers will receive a Notification Mailing upon initiating service with the Distribution Utility, and those that do not opt-out will be automatically enrolled after the opt-out and rescission periods have expired.

New York Generation Attribute Tracking System (NYGATS): An online certificate-tracking system that records information about electricity and Renewable Energy Credits generated, imported, and consumed/retired within New York State.

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New York Independent System Operator (NYISO): Non-profit agency responsible for operating New York's electricity grid, administering the state's wholesale electricity markets, and providing comprehensive reliability planning for the state's bulk electricity system.

Notification Letter: A letter, on Program Municipality letterhead, that will be mailed to every Default Consumer within respective Program Municipalities, describing the nature of the Program and their rights as a consumer. The Notification Letter will delineate: available opt-out methods, available supply product options and methods to enroll in non-default options, Program rates as well as historical Utility rates to compare, rights and responsibilities of Program Consumers to cancel service or switch supply option without penalty beyond the 30-day opt-out period, available and/or forthcoming DER programs. CCA Administrator and Local Organizer, in collaboration with Program Municipalities, will craft the form and content of the Letter.

Notification Mailing: The Notification Letter and supplemental materials that will be mailed in the same package. Supplemental materials include complete Program Customer terms and conditions, sample product Environmental Disclosure Labels and/or other documentation of Clean Power Product sourcing. Supplier will be responsible for cost and execution of printing and distribution of the Notification Mailing.

NYSERDA: The New York State Energy Research and Development Authority. A public benefit corporation aimed at helping New Yorkers achieve greater energy efficiency, savings and use of renewable energy to create green jobs and reduce dependence on fossil fuels.

Opt-Out Eligible Service Classes: **[insert Utility-specific service classes found in Appendix C of PSC CCA Order]**, permitted to be automatically enrolled in the Program unless they opt-out.

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Consumers in all other service classes (i.e. large commercial, industrial, municipal) will not be automatically enrolled.

Outreach Period: Period of at least two months, that follows PSC review and approval of Program Proposal. CCA Administrator and Program Municipality will consistently inform residents, community groups, local businesses about the Program, benefits and features, and their options to participate or opt-out through several media and available distribution outlets. See Outreach Plan for details.

Program Customers: Default Consumers who have not opted out, and non-Default Consumers of any service class that have voluntarily enrolled in the Program.

Program Municipality: Municipality or Municipalities that have passed Enabling Local Legislation, and are filing for PSC approval in connection with this Implementation Plan. Program Municipalities may capitalize on economies of scale and solicit offers from Suppliers collectively, or implement independently.

Program Portal: Web-based account management and public communications tool enabling users to: opt-in, opt-out, select supply option, contact Local Operation, sign up for voluntary programs and/or updates, access basic Program information (FAQ) and Solicitations, get updated performance, rate and savings information, find recent news and/or Program announcements.

Program Proposal (or “Proposal”): Implementation Plan, Data Protection Plan, and certifications of Enabling Local Legislation submitted for PSC review and approval. Phase II of the implementation process and mandated Outreach Period follow approval.

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Public Service Commission (PSC): The New York State Public Service Commission, or any successor state agency.

PSC CCA Order: The April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-Out Program” issued by the New York State Public Service Commission (PSC) in Case 14-M-0224, “Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs.”

Reforming the Energy Vision (REV): Regulatory framework implemented by Governor Cuomo and the Public Service Commission in 2015. REV is designed to replace the antiquated, inefficient power grid with resilient decentralized systems fueled by clean energy and competitive consumer-driven markets.

Renewable Energy Certificates (RECs): Tradable environmental commodities, created by a tracking system, such as the New York Generation Attribute Tracking System (NYGATS), representing that one megawatt-hour (MWh) of electricity was generated by a renewable energy resource. Each REC embodies the renewable energy attributes (environmental and social) associated with the generation of power from that resource. RECs are needed to substantiate environmental claims related to energy use, such as for compliance with New York’s Renewable Energy Standard, or for “voluntary” claims such as a climate action pledge.

Renewable Energy Standard (RES): The renewable energy component (Tiers 1 and 2) of New York’s Clean Energy Standard policy, requiring that fifty percent of the state’s electricity come from renewable energy sources. Eligible components include: biogas, biomass, fuel cells, hydro, solar, tidal/ocean, and wind. Tier 1 projects are considered new and must have commenced

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operation on or after January 1, 2015. Tier 2 projects have entered commercial operation prior to January 1, 2003⁴.

Solicitation: Formal, competitive procurement of electricity and/or natural gas supply, CCA Administrator services, and/or DER and related services issued by Administrator guided by specifications defined and approved by Program Municipality. Solicitations will be filed with Department of Public Service Staff and posted to the Program Portal and freely accessible to Program Customers.

Supply Contract: Tri-party electric service agreement between Program Municipality, Supplier, and CCA Administrator which defines the pricing, terms and conditions under which Supplier will serve Program Customers, as well as the roles, rights, and responsibilities of each party.

Uniform Business Practices (UBP): Regulations governing the business practices of utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights, issued by the Public Service Commission (Case 98-M-1343).

Utility Energy Registry (UER): A PSC commissioned NYSERDA portal intended to offer streamlined public access to community scale utility energy demographics.

Value of Distributed Energy Resources (VDER): REV proceeding ([Case 15-E-0751](#))⁵ that replaces the net metering program with a weighted value stack tariff mechanism for accurately pricing distributed energy resources on the grid as a reflection of their system value. Value stack components include the price of energy, capacity, avoided carbon emissions, cost savings to

⁴ Visit <http://on.ny.gov/2bd4kva> for more details.

⁵ <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterCaseNo=15-E-0751>

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customers and utilities, demand reduction and locational relief. The goal of this proceeding is to increase DER penetration and benefits of DER installations.

1.2 Acronyms

APP: Assistance Program Participant

CES: Clean Energy Standard

CCA: Community Choice Aggregation

CDG: Community Distributed Generation

DER: Distributed Energy Resources

DERS: Distribute Energy Resource Supplier

EDI: Electronic Data Interchange

ESCO: Energy Service Company

MOU: Memorandum of Understanding

NYGATS: New York Generation Attribute Tracking System

NYISO: New York Independent System Operator

PSC: Public Service Commission

REV: Reforming the Energy Vision

REC: Renewable Energy Certificate

RES: Renewable Energy Standard

UBP: Uniform Business Practices

UER: Utility Energy Registry

VDER: Value of Distributed Energy Resources

2 INTRODUCTION

In New York State, Community Choice Aggregation (CCA) proposals are authorized subject to Public Service Commission (PSC) approval of an Implementation Plan, Data Protection Plan, and

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certification of Enabling Local Legislation (collectively, the “Program Proposal”). The purpose of this Implementation Plan is to establish a CCA Program (or the “Program”) to help municipal officials as well as the PSC clearly understand Program goals (section 3), roles and responsibilities (section 4), implementation mechanics, deliverables and milestones (section 5), and Program financials (section 6).

This Implementation Plan has been written to be in compliance with Program Municipalities codes and charters, New York State Law, Public Service Law, Uniform Business Practices, PSC CCA Order, PSC CDG Order, and proposed Uniform Business Practices for Distributed Energy Resource Suppliers (DERS). Administrator and Program reserve the right to amend portions of this Implementation Plan to more accurately represent the above authorities as they evolve. The Program has been designed in concert with the goals of REV, the New York State Energy Plan and the Clean Energy/Renewable Energy Standard.

This Implementation Plan is hereby submitted on behalf of the [City/Town/Village of _____], [City/Town/Village of _____] ... (“Program Municipalities”), and any other municipalities in [Utility] service territory and New York Independent System Operator load zone [X] that adopt this Implementation Plan, pursuant to the requirements set forth in the PSC CCA Order.

2.1 Overview

Community Choice Aggregation (CCA) is a policy tool that enables New York cities, towns, and villages to select the default energy supplier(s) for electricity and/or natural gas on behalf of residents and small businesses. CCA empowers communities to aggregate the buying power of individual consumers at sufficient scale to control the terms of how they buy, use, and generate

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electricity. New York municipalities are pursuing CCA to better serve their constituents and achieve local clean energy goals. CCA gives communities the tools to:

	Secure lower rates and discounts on renewable energy through collective purchasing. Capture market earnings for community energy resources. Combat market volatility with fixed rates.
	Shift energy sourcing from fossil fuels to renewables at scale. Drive financing and development of local energy efficiency and renewables.
	Localize decision-making around long-term energy planning & security. Keep energy dollars and jobs in the community.
	Protect consumers against rampant predatory practices in energy supply markets. Ensure equal access to renewable energy regardless of income and/or credit.

CCA impacts energy supply only, offering alternatives to the incumbent state-mandated default supplier (the “Distribution Utility”). The regulated Distribution Utility retains a monopoly on transmission and delivery. Consumers not wishing to participate are permitted to opt-out and remain utility supply customers with no penalty or fee. A CCA program may source energy through a Supply Contract with one or more Competitive Suppliers and/or agreements with Distributed Energy Resource Suppliers (local renewable generators). Municipalities may aggregate together in an inter-municipal program to maximize pricing benefit or leverage in contract negotiations.

CCA has been shown, in five US states, and a pilot program in Westchester County, to deliver smarter, cleaner energy choices through collective action. Existing programs in Massachusetts,

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Ohio, Illinois, California, and New Jersey serve over 1,500 municipalities and 5 million customers nationwide⁶.

2.2 CCA and New York's Shifting Energy Landscape

Today's energy markets present a critical opportunity to shift toward cleaner, cheaper, and more local energy sources. CCA is a focal point of the Reforming the Energy Vision (REV) proceeding — a regulatory framework that is transforming the inefficient, static, and centralized electric power industry. As such, it will help New York achieve the Clean Energy Standard (CES), a pillar of the State Energy Plan, mandating that fifty percent of electricity come from renewable energy sources such as solar and wind by 2030⁷.

New York first addressed market inefficiencies by deregulating the monopolistic electricity supply market in 1998⁸, allowing retail competition. Despite these efforts, roughly eighty percent of consumers remain with the default supplier, the Distribution Utility. There are many reasons for this including distrust and uncertain consumer value propositions. Some suppliers have been accused of using predatory sales tactics (teaser/balloon rates, "slamming") and clean energy often comes at a significant premium. This Program is designed to address both market failures through consumer protective collective buying of clean power at competitive prices.

By localizing control over energy sourcing supply, CCA empowers communities to shift the majority of residents away from fossil fuels. This Program will offer at least one Clean Power Product; 100% renewable energy supply. For all power purchased for customers enrolled in a Clean Power Product, Suppliers will be required to produce Renewable Energy Certificates

⁶ Based on analysis conducted by Joule Assets in 2016.

⁷ Visit rev.ny.gov and nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Standard for more information.

⁸ dps.ny.gov/ubr

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(RECs), energy commodities that represent each megawatt-hour (MWh) of electricity purchased was generated from an eligible renewable energy resource consistent with product marketing, and attributed to the appropriate end user(s).

Beyond the procurement of large-scale renewables, CCA creates the local authority, collective demand, and aligned interests for communities to create local energy economies built on REV principles. Critical to transitioning the aging electrical infrastructure to a more decentralized architecture is the development of Distributed Energy Resources (DER): small-scale renewable energy projects, Community Distributed Generation (CDG), demand management and peak load reduction, electric vehicles and battery storage, and other initiatives aimed at optimizing system benefits and reducing the cost of service.

REV has provided the utilities with new potential revenue streams, not currently available with the existing market structure, as incentives to facilitate the transition. CCA programs are ideally situated to help utilities develop consumer-driven markets that capture these incentives and accelerate the development of Distributed Energy Resources. These markets will not be as accessible to non-CCA customers.

New York State has committed billions of dollars in stimulus funds and program development through New York State Energy Research and Development Authority (NYSERDA). Much of this programmatic funding is available directly to municipalities or has been allocated to assist municipalities in capitalizing on opportunities afforded by this exciting transformation. For instance, CCA has been identified by NYSERDA as one of ten ["high impact actions⁹"](#) municipalities can take to grow local energy economies and unlock project funding through

⁹ nyserda.ny.gov/All-Programs/Programs/Clean-Energy-Communities/Action-Items

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their new Clean Energy Communities program. Municipalities compete for funding by region and size, and must complete four of the ten high impact actions to qualify.

The PSC recognizes CCA as a powerful policy lever to deliver on Governor Cuomo's ambitious clean energy goals, and on the statewide effort to move toward more democratic, localized energy markets, as well as more resilient and responsive distribution networks. On April 21, 2016, [New York State authorized municipalities to participate in CCA with an Order issued by the New York State Public Service Commission in Case 14-M-0224](#)¹⁰ — an Order Authorizing Framework For Community Choice Aggregation Opt-Out Program ("PSC CCA Order").

There is currently a single operational pilot program in New York State, Westchester Power, which launched in May 2016. Westchester Power serves twenty municipalities and more than 100,000 customers, two-thirds of which are enrolled in the Clean Power Product (100% renewable power, predominantly wind, backed by certified RECs. For updated information on energy sourcing, enrollment and performance, including rate comparisons and savings estimates, please visit [Westchester Power](#)¹¹.

"Community Choice Aggregation has helped cut costs for residents and businesses in New Rochelle, while also facilitating a dramatic shift to renewable energy. The program has enjoyed strong bipartisan support, and has been a big success by every metric."

-Noam Bramson, Mayor of New Rochelle

Following the pilot and issuance of statewide rules, dozens of municipalities around the state

¹⁰ <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={38EFD3B0-48BC-400E-9795-98CB5EFAE0FA}>

¹¹ westchesterpower.org

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are passing CCA Enabling Local Legislation and have begun the implementation process. The first post-PSC CCA Order programs are on schedule to launch in 2018.

3 PROGRAM GOALS

It is the intention of the Administrator and Program Municipalities to honor and exemplify the goals of REV. In particular, the CCA Program is designed to develop in parallel with related REV proceedings, and to provide flexibility to Program Municipalities to capitalize on opportunities as they present themselves.

The CCA Program is therefore organized around four guiding principles that have informed the Program structure described below:

1. Community Engagement and Development
2. Local Autonomy
3. 100% Renewable Energy
4. Transparency, Consumer Protection, and Equity

3.1 Community Engagement and Development

It is a fundamental underpinning of the Program that community outreach and education is not just a prerequisite of PSC approval, but a principal justification of the Program. In other words, CCA is a policy tool that localizes authority over energy sourcing, but that is not an end to itself, rather a vehicle to engage the community in claiming ownership over its collective energy future. The Administrator and Organizer have an obligation to grow demand for DER and a prerequisite for this is comprehensive, ongoing education.

CCA programs in New York State can learn from the missed opportunities of the programs that have come before them. For instance, in Illinois, where CCA programs were primarily structured

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to deliver short-term rate savings with little or no emphasis on DER enrichments that provide additional local value, one in six programs (including the City of Chicago) have been suspended¹² after contract expiration, when savings were no longer realized as a result of market correction. It is crucial that CCA programs execute comprehensive community outreach efforts, educating consumers on the benefits of and opportunities afforded by CCA and building consensus around program goals and vision.

Local elected officials and community leaders have already been, and will continue to be, approached with project proposals and service offerings from developers. Local officials often feel they do not have adequate resources with which to evaluate these offers, and are frustrated by the notion that they may be missing out on valuable opportunities to deliver long-term value to the community. The CCA Administrator is committed to support Program Municipalities in soliciting and evaluating project proposals, and to represent Program Municipalities in negotiations with developers (and other DERS). To this end, a core function of the CCA Administrator is to serve as DER consultant to Program Municipalities, providing an additional layer of consumer protection and vetting in a complex and ever-evolving DER space.

In addition, the CCA Administrator will facilitate the Solicitation of Renewables and DER, as directed by Program Municipalities. A central priority for the Program is to both incentivize local renewable generation and demand-side resources, and to create a mechanism for flexibly integrating DER into the Program as they become available.

Table 1 shows value propositions accessible to Program Customers created by new utility opportunities. Administrator represents Program Municipalities and Customers in new REV markets, and compensates customers (savings and earnings) for energy efficiency, willingness

¹² <https://www.pluginillinois.org/MunicipalAggregationList.aspx>

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to adjust consumption when asked, and participation in community-scale renewable energy projects.

Table 1: Program opportunities afforded by REV-defined utility business models

New Utility Revenue Stream	CCA-enabled Community Initiatives
Demand management	Behavioral peak management. Community and/or residential storage. Electric vehicle ridesharing or municipal fleets.
Energy efficiency	Smart home controls. Financed wifi thermostat installations. Residential performance contracting.
Renewable energy integration	Community Distributed Generation (CDG). Community resilience microgrids.
Customer Engagement	All of the above.

CCA Administrator will request bids for power supply and Renewable Energy Certificates (RECs) from local renewable Distributed Energy Resource Suppliers in Solicitation(s), and integrate into the default supply product for Program Customers when appropriate (see Solicitation of Renewables and DER below).

3.2 Local Autonomy

Under REV, local governments are key stakeholders necessary for leading the transition to a more efficient grid and a more sustainable local economy and ecology, keeping energy dollars

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in the community, and creating durable green jobs. Through localization, REV promises consumers unprecedented energy market access, choice, and control.

The long-term success and sustainability of the CCA Program relies on the development of a durable community enterprise (or “Local Operation”), overseen by the Local Organizer, whose primary function is to manage and grow the Program to better support consumers and serve local interests. The Local Operation ought to be an extension of the knowledge, experience, passion, and ambition of the Local Organizer. It functions in the local economy as any small business would: it creates local jobs and economic activity. Local Operation must be live and functional before Notification Mailings go out.

Local oversight of this kind is made possible by the Program’s unique partnership model, which pairs an industry expert CCA Administrator with a bona fide community advocate (Local Organizer), ensuring that the Program can simultaneously serve the community and execute with procedural competence. The Administrator must demonstrate competence in CCA process and implementation, and represent the community in negotiations, interactions, and transactions with Suppliers, Utility, and regulatory agencies. However, the Administrator lacks the local knowledge and presence necessary to support the community engagement and development functions critical to the Program’s success beyond procurement. The Organizer, on the other hand, is well suited to fill that crucial need, and to serve the community in an ongoing fashion through the Local Operation.

Administrator and Organizer have determined appropriate division of labor and compensation for the performance of their respective responsibilities. In addition, it is the duty of the Administrator to educate and train the Organizer throughout the process and, in time, the Organizer may accumulate sufficient experience and resources to assume the role of

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Administrator, if desired. See below for a description of the division of labor and work scopes of both Administrator and Organizer.

3.3 100% Renewable Energy

CCA is an effective mechanism to help the state reach its Clean Energy Standard of fifty percent renewable energy by 2030. Eligible generation sources include biogas, biomass, fuel cells, hydro, solar, tidal/ocean and wind. With the aggregate buying power to negotiate savings, Clean Power Products no longer need to come at a premium. Program Municipalities may choose to solicit (or mandate a minimum percentage of) distinct categories of renewable energy or to treat all resources equally.

There are several ways to procure Clean Power Products; three primary alternatives, which are not mutually exclusive, are described below:

System Mix Augmented with RECs

Solicitation(s) for Commodity Supply (and corresponding Supply Contract) may direct Suppliers to purchase Renewable Energy Credits to supplement system mix power purchased on NYISO wholesale markets to serve Program Customers. The Renewable Energy Certificates (RECs) will be registered into the [New York Generation Attribute Tracking System \(NYGATS\)](https://www.nyserda.ny.gov/All-Programs/Programs/NYGATS)¹³ and/or with [Green-e](https://www.green-e.org/)¹⁴ (national leader in REC authentication and accounting), to verify that renewable power, as defined in the Supply Contract and in equal amounts to consumption, has been attributed to Program Customers. This is the model employed by Westchester Power to achieve a 100% renewable power product in the pilot contract.

Bundled RECs and kWh

¹³ <https://www.nyserda.ny.gov/All-Programs/Programs/NYGATS>

¹⁴ <https://www.green-e.org/>

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Solicitation(s) for Commodity Supply (and corresponding Supply Contract) may direct Supplier(s) to contract directly with renewable energy generator(s) for both kWh and the associated RECs to meet in part, or all, the commodity purchase necessary to serve Program Customers. Furthermore, New York's Renewable Energy Standard (RES) prioritizes newer generation added to the grid in meeting the state mandate to achieve fifty percent renewable energy by 2030. Projects qualify for RES through the New York Generation Attribute Tracking System (NYGATS) and are eligible for Tier 1 status if they commenced operation on or after January 1, 2015. Tier 2 projects have entered commercial operation as of January 1, 2003. Geographically, projects must supply energy into a market administered by the New York Independent System Operator (NYISO).

Community Distributed Generation (CDG) Credits and RECs

In order to assure more equitable access to the advantages of renewable energy, Community Distributed Generation allows small-scale renewable generators to remotely share credits with satellite meters in the same utility service territory and load zone. CDG empowers Program Customers unable to install on-site energy generation (because they rent, live in an apartment, have a shaded or poorly positioned roof, or have otherwise unsuitable properties), to subscribe to, and enjoy the financial benefits from, shared solar, wind or other local renewable projects.

Customers contribute to the CDG project through an agreed upon monthly charge, and receive a proportional monetary CDG Credit on their monthly utility bill. Each month, the monetary value of the CDG Credits applied to the bill exceed the correlated charge, and therefore function as a savings on Program Customers' bills. CDG Credits may be incorporated in the default Program supply option on an opt-out basis, while Program Customers would still be free to select a different product option without penalty. At Program Municipality's request, Administrator may direct Competitive Supplier to purchase the RECs from the CDG projects at

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the market rate for NYS Tier 1 compliance RECs. That cost will be blended into the all-in supply rate. The Solicitation for Commodity Supply may mandate that a certain portion of RECs be compliant (Tier 1 or 2) with the NYS Renewable Energy Standard. This mandate may be consistent with, or more aggressive than, the RES itself.

The value of those monetary credits depends on the commissioning date of the project, and will either be calculated under the net metering paradigm, or will be determined by the new Value of Distributed Energy Resources (VDER) tariff, which is a value stack comprised of: the price of energy, capacity, avoided carbon emissions, cost savings to customers and utilities, demand reduction and locational relief. CCA Administrator will ensure that Program Customers are receiving the maximum available value for CDG Credits purchased.

3.4 Transparency, Consumer Protection, and Equity

Energy markets are often dominated by regulated utilities and service providers, with little input or participation from ratepayers. Consumer interests have largely been institutionalized through rate cases and other proceedings like the Uniform Business Practices (UBP), regulations governing the utilities and Energy Services Companies with regards to service, billing, marketing, data, and customer rights. However, consumers themselves have limited access to and control over such proceedings. CCA, by localizing the decision-making around contract terms and solicitation specifications, democratizes that process and provides a platform for an open discourse over priorities, concerns, and conditions of participation.

In Westchester, for instance, the Supply Contract was reviewed, modified, and approved by more than 15 municipal attorneys in a transparent and public forum. The contract itself, in various iterations, was (and is) available for public consumption, comment, and input throughout the process. Concerns over potential risks or liabilities to the municipality or to

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consumers in the contract language were raised, addressed, and modified to the satisfaction of every municipal attorney and every municipal board or council.

CCA ensures that low to moderate income (LMI) residents have equal access to savings from renewable energy programs. As a statewide program, Community Distributed Generation was established explicitly to ensure equitable access to renewable energy. Unfortunately, due to onerous credit checks, risk of non-payment for LMI customers is often deemed too high to include LMI consumers in CDG project membership. With the CCA Program, all Default Consumers will be automatically enrolled regardless of personal credit history, income, and other risk factors. Consumers enrolled in a Utility assistance program (APPs) have a block on their account, and it will be up to Program Municipalities whether to include APPs as Default Consumers.

Unless otherwise designated in the PSC CCA Order, CCA Program Customers remain protected under the Uniform Business Practices and the ESCO Consumers Bill of Rights, as all energy consumers in New York State. Pursuant to the PSC CCA Order, all Program entities with access to Customer Data will be held to the same security standards currently required of the Distribution Utility and Competitive Suppliers by the UBP and compliant with all national, state and local laws, regulations or other government standards to securely storing and transferring Customer Data. Details of this can be found in the Data Protection Plan.

4 ROLES AND RESPONSIBILITIES

There are three significant stakeholders essential for effective Program execution: Program Municipalities, Local Organizer, and CCA Administrator. The CCA Administrator takes the lead

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on most tasks throughout the process. Program Municipalities and Local Organizer work closely with the Administrator to determine priorities, conduct public education and outreach, and to serve Program Customers and community interests.

4.1 Program Municipalities

Program Municipalities are primarily responsible for passage of CCA Enabling Legislation, and review and approval of Program materials, agreements, and required documents (including this Implementation Plan) in an ongoing manner. Municipalities are also depended upon to act as an active and consistent source of education, outreach, and communication to all residents regardless of enrollment status, as well as an advocate for consumer rights including privacy and data security.

Program Municipalities are those that: have passed CCA Enabling Local Legislation; have selected Joule as CCA Administrator; and are proceeding under this Implementation Plan. Program Municipalities are under no commitment to award any contracts whatsoever. Each step of the process is executed at the discretion of Program Municipalities, and will only result in binding agreements if established conditions are met (see section 5 below).

All implementation work done at no cost to Program Municipality. If no Supply Contract is executed, Municipality has no obligation whatsoever to compensate CCA Administrator or Local Organizer. If Supply Contracts are executed with one or more Suppliers, the Supplier(s) will be responsible for remitting administrative fees to CCA Administrator.

4.2 Local Organizer (or “Organizer”)

A local group, [Insert entity or individual name], has played an indispensable role in the organization of Program Municipalities and consensus-building around Program priorities and goals. [Insert short description of entity or individual].

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The Organizer will continue to spearhead community outreach and education through the forthcoming public Outreach Period. Together, CCA Administrator and the Local Organizer(s) will support Program Municipalities as they develop agreements and Solicitations that reflect community priorities and, above all else, protect consumers. Local Organizer is responsible for setting up and managing the Local Operation (as described above) for ongoing local Program development, maintenance of the Program Portal, customer support, and stakeholder engagement.

4.3 CCA Administrator (or “Administrator”)

CCA Administrator, Joule Assets, Inc., is responsible for convening Program Municipalities and representing them in requisite interface with the Utility, Suppliers, and regulatory agencies. This includes development of regulatory submissions, utility data requests, Solicitations and contract negotiations, messaging and training of Local Organizer, customer enrollment (including Program Notification Letters explaining opt-out procedures), and integration of DER products and services.

Joule is a private firm founded in 2010 with the mission to represent small- and medium-sized customers in energy reduction and efficiency markets. Joule works with municipalities and local partners to reduce or cap residential energy costs while advancing energy reduction, energy management, and clean energy goals amidst an evolving regulatory environment. Joule’s distinctive expertise in designing and implementing new consumer-protective energy supply contracts was instrumental in the creation of Westchester Power, New York’s first and only operational CCA program. Having created the blueprint to guide communities through a smooth and empowering decision process, Joule aims to scale its successful CCA model across New York State.

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The Administrator was selected on the basis of their capability to perform tasks, both required by the PSC CCA Order and optional enhanced services, and with consideration of their experience and expertise in energy markets, regulatory process, Distributed Energy Resources, and CCA in New York State.

The Administrator certifies that the Program structure defined in this Implementation Plan, Enabling Legislation passed in connection with the Program, as well as all subsequent Program documents is consistent with the rules set forth in the PSC CCA Order, unless otherwise noted. Administrator accepts responsibility to inform Program Municipalities of related changes, amendments, and issuances in Case 14-M-0224, and related REV proceedings. Administrator has designed this Implementation Plan to flexibly accommodate the evolution of the statewide CCA program, and REV policies more generally.

4.4 Tasks and Deliverables

The Administrator agrees to lead or support all tasks and deliverables described below. Tasks required by the PSC CCA Order are designated as such. All other listed deliverables are value-added services provided by Administrator and/or Organizer. No additional compensation is recovered for these services.

Table 2: Tasks and Deliverables.

TASK	PHASE	REQUIRED by PSC?	LEAD

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Identify program goals and structure & stakeholder education	I	Required	Organizer & Municipality
Select CCA Administrator	I	Required	Program Municipality
Adopt Enabling Local Legislation	I	Required	Program Municipality
Develop & submit Implementation Plan	I	Required	Administrator
Develop and submit Data Protection Plan	I	Required	Administrator
Agreement between Administrator and Organizer	I		Organizer & Administrator
Public Outreach Period	II	Required	Organizer & Administrator
Data Security Agreement with Utility	II	Required	Administrator
Aggregated Data request & analysis	II	Required	Administrator
Municipal tax analysis	II		Administrator
Prequalify Competitive Suppliers	II		Administrator
Solicitation for Renewables and DER	II		Administrator
Award contract(s) for kWh, RECs, CDG Credits, and/or DER platform services	II		Administrator
Approve MOU and Supply Contract	II	Required	Municipality
Solicitation for Commodity Supply	II	Required	Administrator
Award and execute Supply Contract(s)	II	Required	Administrator & Program Municipality
Launch Local Operation & Program Portal	III		Organizer & Administrator

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Customer Data Request, Oversee EDI Testing	III	Required	Administrator
Notification Mailing	III	Required	Organizer & Administrator
Process opt-outs and enrollment	III	Required	Organizer & Administrator
Ongoing outreach and customer support	IV		Organizer
Customer bill analysis	IV		Administrator
Distributed energy resources financing plan	IV		Administrator
Ongoing procurement of DER	IV		Administrator
Grant writing & funding application support	IV		Organizer & Administrator
Demand management and energy efficiency products and services	IV		Organizer & Administrator
Expansion into new municipalities	IV		Organizer
Targeted education to ESCO customers	IV		Organizer
Information clearinghouse with other NY CCA programs	IV		Administrator
Maximize enrollment in Clean Power Product	IV		Organizer

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5 IMPLEMENTATION AND TIMELINE

The following section describes the CCA Program implementation process, organized in chronological order.

Table 3: Sample Timeline.

	Phase I: Planning & Authorization			Phase II: Outreach & Sourcing		
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Organizer	Identify Program goals and structure with Municipality; Stakeholder education			Public Outreach Period		
Administrator		Submit Implementation & Data Protection Plans	PSC approval of Program Proposal	Data Security Agreement with Utility; Request Aggregated Data; Source development of Program Portal	Prequalify Competitive Suppliers; Solicitation for Renewables and DER; Municipal tax impact analysis	Award Renewables and DER contract(s); Solicitation for Commodity Supply
Program Municipality	Select CCA Administrat or	Adopt Enabling Local Legislation				Approve MOU and Supply Contract
Phase II continued		Phase III: Launch		Phase IV: Program Development		
	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Organizer	Launch Local Operation	Prepare Notification Letter	Process opt-outs and enrollment; Customer service	Ongoing management of Local Operation: Customer services, outreach/education on Program and DER opportunities, grant writing support, and reporting		

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Administrator	Evaluate Commodity Supply bids and award Contract	Launch Program Portal; Request Customer-Specific Data; Oversee Notification Letter mailing and EDI testing	Train and Support Organizer in Portal	Train and Support Organizer in Portal	Ongoing: Program performance analysis, development and Integration of DER, regulatory submissions, information sharing, grant writing support, and reporting
Program Municipality	Execute Supply Contract(s); Identify Contact Liaison	Approve Notification Letter			

5.1 Phase I: Planning & Authorization (completed)

Interested parties began with a stakeholder education process in order to identify Program goals and structure. With Local Organizer and CCA Administrator in place, those goals have been codified by this Implementation Plan and the Enabling Local Legislation.

5.1.1 Education

The first step is for municipal officials to orient themselves on CCA, historical evidence and performance data, potential benefits and risks, process and timeline, the PSC CCA Order rulemaking structure, and available administrative models.

Organizer and Administrator have led several information sessions at board meetings, work sessions, and meetings (both closed and public) with officials from one or more Program Municipalities.

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[Municipality: Insert short description of education process preceding drafting of Implementation Plan, including documentation (including attendee lists and/or photos if available) of public events or information sessions, presentation by prospective and/or selected CCA Administrators, press coverage, and any other relevant account of the orientation process]

Education of key stakeholders (municipal officials, community leaders, schools, businesses, environmentalists) will continue throughout the process.

5.1.2 Select CCA Administrator

Having reached initial consensus on Program goals and next steps, and understanding Administrator responsibilities and role of local government in the implementation process, Program Municipalities have selected Joule as CCA Administrator.

[Municipality: Describe process undertaken and reason for selection.]

Once selected, the Administrator manages the implementation processes with oversight from Program Municipalities. Administrator and Organizer may enter into an agreement describing a partnership to develop the CCA Program, work scoping, and funding and/or fee sharing.

5.1.3 Enabling Local Legislation

The PSC CCA Order mandates that each Program Municipality approve Enabling Local Legislation. Pursuant to the PSC CCA Order, the legislation exercises the Program Municipality's authority, under Municipal Home Rule Law, to establish a CCA Program within its jurisdiction. The legislation does not commit the Municipality to any contract or binding imperative to fully

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implement CCA. It simply opens the option to explore and execute, should the Municipality choose to do so.

Evidence of Enabling Local Legislation approved by Program Municipalities, attached as an Appendix to this Implementation Plan.

5.1.4 Implementation Plan and Data Protection Plan

The Implementation Plan and Data Protection Plan must be approved by the PSC. This document also serves as a resource for all Program stakeholders to understand Program goals and planned deployment process, with clearly identified responsibilities and deliverables.

The Data Protection Plan describes how the CCA Administrator, Program Municipalities, Local Organizer, and any other Program entity that will have access to Customer Data, will employ appropriate technologies and protocols to securely store and transfer Customer Data to prevent its theft and/or unlawful sale. Pursuant to the PSC CCA Order, all Program entities with access to Customer will be held to the same security standards currently required of the Distribution Utility and ESCOs by the UBP.

Data protocols must be compliant with 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 individuals that apply with respect to the Municipality or its representative's processing of confidential utility information. The Data Protection Plan will be consistent with the Data Security Agreement, extending the Utility's internal requirements relating to the protection and secure transfer of Customer Data, between CCA Administrator and Distribution Utility.

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5.2 Phase II: Outreach and Sourcing

Phase II of the implementation process commences with PSC approval of the Program Proposal, and occurs in parallel with the Outreach Period. Phase II is driven by the acquisition of Aggregated Data from the Utility regarding energy consumption within Opt-Out Eligible Service Classes. Administrator will request and analyze Aggregated Data from the Utility that will inform subsequent strategy including the Solicitations to Competitive Suppliers and DERS. Phase II concludes with the execution of a Supply Contract with one or more Supplier(s).

5.2.1 Public Outreach

Community engagement, education and feedback will be a priority throughout the process. The PSC CCA Order requires that the CCA Administrator conducts a public outreach and education campaign on behalf of Program Municipalities, over no less than a two-month period. The principal goal of the Outreach Period is to facilitate a community-wide dialogue about Program vision and desired outcomes, and to reach consensus on a structure that effectively serves that vision and delivers said outcomes.

The public Outreach Period will consist of a diverse communications campaign to community leaders and local stakeholder groups, as well as directly to consumers. Outreach will continue after Supply Contracts are signed, throughout the opt-out period, and after launch. The Outreach Plan detailing these activities are found below.

Table 4: Sample Outreach Plan

Outreach	Description	Date(s)	Cost
Public events	At least two forums for presentations and public Q & A, preferably with local officials in attendance. First forum will focus on educating the community on Program benefits and		

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	the second focused on collaborative consensus-building around Program goals and priorities.		
Feedback form	Soliciting community comments on Program priorities via print and web feedback forms.		
Educational materials	Printed and/or digital materials suitable for distribution over email, on municipal website, or in-person (flyer, brochure).		
Educational video	Short 2-3min video explaining CCA and what it means for residents. Can be posted on social media, Program landing page, municipal website, YouTube or other public file sharing sites.		
FAQ and call script for Contact Liaisons	Reference guide for incoming questions, as well as brief script for (automated) calls out to residents.		
Social media	Creation of Program Facebook group for open discourse and information sharing. Organizer may consider Instagram, Twitter, and/or other social platform presence.		
Local press coverage	Regular updates and interview opportunities provided to local press, resulting in multiple articles in one or more local media outlets. Local Organizer will produce one or more commentary/OpEd pieces as well.		
Local Event tabling	Program representation and materials available at farmer's markets, community festivals and fairs, school events, etc....		
Direct-mail	Postcard to all residences and small businesses in Program Municipalities directing to toll-free line, calling attention to upcoming events, including public forums.		
Newspaper/magazine ads	Identify salient outlets, ad size, frequency and duration of campaign.		
Radio ads	Local station radio ad campaign: ads/week, # of weeks.		
Online landing page/contact form	Basic Program information, educational video, and a form to sign up for email updates.		
Toll-free line	Operates during regular business hours.		

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5.2.2 Data Security Agreement & Aggregated Data

The first step in data acquisition is to secure a Data Security Agreement; necessary to access both Aggregated and Customer Data. The Data Security Agreement is between CCA Administrator and Distribution Utility and extends the Utility's internal requirements and procedures relating to the protection and secure transfer of Customer Data to the CCA Administrator.

As directed by the PSC CCA Order, the utilities affected have developed a [draft Data Security Agreement](#)¹⁵ (submitted June 6, 2016). The PSC has ordered the Joint Utilities to modify provisions in the Draft Security Agreement regarding customer consent, insurance requirements, "overly prescriptive" confidentiality protocols, and have ordered the filing of a final Data Security Agreement by the Joint Utilities before November 18, 2017¹⁶. The final Data Security Agreement must be consistent with the PSC CCA Order and PSC rules, regulations and guidelines relating to confidential data.

CCA Administrator is prepared to comply with a PSC approved Data Security Agreement that establishes viable, robust measures and protocols to protect Default Consumers, Program Municipalities, and their collective data, and that maintains the high standard of data security held by the Utility. CCA Administrator has conducted a full review of the draft Agreement and has begun planning for compliance -- technical (hardware and software), staffing/training, office security, financial.

¹⁵ <http://on.ny.gov/2fli1KP>

¹⁶ See "[Order Approving Community Choice Aggregation Program and Utility Data Security Agreement with Modifications](#)" (Issued October 19, 2017 in Case 14-M-0224), p. 20-25.

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With the Data Security Agreement in place, CCA Administrator will request Aggregated Data from the Distribution Utility. The Aggregated Data is anonymized customer information and consumption data and it is required for the issuance of a Solicitation for Commodity Supply. This data is necessary to adequately inform, service, and protect Program Customers, and for integration of DER and related services described in this Implementation Plan. Utility has twenty days to provide requested data.

The PSC CCA Order mandates utilities to provide the following data to Program Municipalities and CCA Administrators for consumers eligible for opt-out treatment:

1. The number of Default Consumers within Opt-Out Eligible Service Classes, by Municipality and service class, as well as the number of consumers with a Utility-initiated block on their account, representing APP status.
2. The aggregated peak demand (kW) (for electricity) by month for the past 12 months by Municipality and service class.
3. The aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by Municipality and service class.

Westchester Power has experienced several customer service challenges in the first several months following program launch. Westchester Power has described the nature of these challenges with the Department of Public Service Staff, and has openly relied on and collaborated with Staff to craft equitable solutions. It is with these lessons learned in mind that Administrator requests the inclusion of additional data not mandated by the PSC CCA Order, but critical for the Program to function effectively.

It is essential, for instance, that all Default Consumers are offered “apples to apples” product options to what they are currently enrolled. This includes budget billing programs, and rate

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classes that require specialized metering (i.e. interval day/night, smart meter/time of use). The inclusion of the number of Default Consumers in each of these rate and billing programs, and correlated monthly consumption, in the Aggregated Data will allow Administrator to solicit bids from Suppliers that offer a more diverse portfolio of product options, and move Default Consumers seamlessly into a rate and billing option that matches their current service without having to take any additional action.

Administrator and Program Municipalities may choose to modify the Opt-Out Eligible Service Classes if some subset cannot be offered a comparable rate and/or billing option through the Program. Administrator will also work with Utility to determine whether Default Consumers taking service subject to riders or special rates should be included on an opt-out basis, or whether enrollment in the Program would interfere with their ability to take advantage of that rider and/or rate.

In addition, the compilation of Aggregated Data by municipal jurisdiction is often a complex process that requires local knowledge and municipal histories. Utility staff have found it difficult to match their database coding systems with municipal boundaries. This has led to mis-enrollment and public backlash against Westchester Power. Administrator requests that Program Municipalities be granted access to Utility methodology regarding database inquiry and how appropriate accounts are identified, so they can collaborate in the dataset construction process for Default Consumers in their respective municipalities.

Administrator and Program Municipalities are herein requesting PSC approval for the inclusion of the following data in the Aggregated Data files provided by the Utility:

1. Number of Default Consumers, by Municipality and service class, enrolled in specialized rate classes, namely interval day/night and other time of use rates.

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2. Monthly kWh consumed by Default Consumers enrolled in specialized rate classes, namely interval day/night and other time of use rates, over the previous 12 months, by Municipality, service class, and rate interval (day/night, hourly).
3. Number of Default Consumers, by Municipality and service class, enrolled in a budget billing program.
4. Methodology employed by Utility in dataset construction, including the basis for municipal coding, and reconciliation of self-reported addresses.

5.2.3 Municipal Tax Impact Analysis

With the Aggregated Data in hand, the Administrator will calculate the net tax revenue impact for Program Municipalities based on several inputs, both increased and decreased collection:

1. Lost sales tax revenue (ESCO customers save on sales tax on utility bills).
2. Projected lost tax revenue from rate reduction.
3. Additional tax revenue from collected local gross receipts tax (many ESCOs fail to collect and remit this to Program Municipalities).

Administrator will present results of this analysis to Program Municipalities, which will inform municipal decision-making throughout the subsequent implementation process.

5.2.4 Prequalification of Competitive Suppliers

Administrator will prequalify Competitive Suppliers by issuing a Solicitation to registered ESCOs in New York State. Administrator has already begun preliminary interaction with prospective Suppliers on potential contract structures, pricing projections, and DER integrations which will inform the Solicitation. The responses will be evaluated on the following criteria:

1. Service credentials:
 - a. Experience supplying CCA programs, past or current.

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- b. Size and geography of mass market customer base.
- c. Generation assets owned by parent company.
- d. Customer service infrastructure.

2. Indicative pricing based on preliminary load size, shape, factor, and location
3. Tolerance for key Supply Contract provisions:
 - a. Integration of local renewables.
 - b. Flexibility with respect to regulatory changes.
 - c. Marketing restrictions.
 - d. Flexibility with respect to self-supply of ancillary services.
 - e. Billing and remittance of fees.
 - f. Indemnification.
 - g. Customer support requirements.
4. Financial strength/credit worthiness (and/or commitment to novate any hedge they buy).
5. Ability to serve Clean Power Products:
 - a. Registered Green-e Renewable Energy Certificate (REC) products.
 - b. New York Generation Attribute Tracking System (NYGATS) registration status.
 - c. Most recent Environmental Disclosure Labels.
6. Willingness to offer guaranteed savings product to APPs, and to complete the necessary verification and reporting of savings associated with the guaranteed savings product.
7. Ability to conform to Utility requirements (i.e. rate-ready v. bill-ready) to provide single-bill CDG option to Program Customers.
8. Ability to seamlessly provide day/night and time of use rates, and budget billing options.

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5.2.5 Integration of CDG Credits into Program Portfolio

CDG credits are rewards for project subscribers (members), in exchange for their financial support of the project, and reflect the system value of the project inclusive of its environmental benefit (or the full retail rate of electricity at the applicable meter under net metering). The Utility typically retains the kWh, capacity, and RECs generated by the project, and is compensated for lost revenue through the avoided costs (both supply- and demand-side) offset by the CDG generator as a Distributed Energy Resource on the utility system.

CDG members agree to pay the CDG Sponsor (project owner/operator) for these credits, and are in turn credited by the Utility on their bills. This payment is typically executed through a supplemental bill issued by, and paid to the CDG Sponsor. In other words, the CDG member's utility bill reflects kWh consumed for that billing cycle, and a bill credit associated with their allocated CDG credits. They then receive a second bill for the CDG credits alone. Thus, there are two distinct customer transactions: one for the power itself with the Utility or ESCO, and one for the CDG credits with the CDG Sponsor. CDG Credits are not power supply (kWh) and/or RECs per se, and customers are still required to have a load-serving entity (Utility or ESCO) as their designated supplier.

For this CCA Program, Program Customers will collectively serve as the CDG project membership for one or more CDG projects, and will be individually allocated CDG Credits from those accumulated at the host meter(s). Pursuant to the PSC CDG Order, each individual member will be allocated CDG Credits as a percentage of project production, which must equate to at least 1,000kWh annually, and no customer may be a member of more than one CDG project. Program Customers must also reside in the same utility service territory and load zone as the project to be eligible for CDG membership. Should these rules change in the future,

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Program Municipalities reserve the right to amend this requirement to be consistent with the prevailing paradigm.

CDG Credits will have net positive impact on Program Customers' monthly bills. Program Customers will be offered CDG Credits at a discount against the corresponding credit applied to their bills. For example, the Solicitation for Renewables and DER may require that CDG Sponsors offer credits at a maximum of 90% of their monetary value (as applied on the bill), in which case the net impact would be at least a 10% discount on the portion of the bill covered by CDG Credits.

Program Municipalities are under no obligation to partner with CDG projects or to offer CDG Credits to their residents and small businesses. This feature of the Program portfolio is optional, and does not compromise the viability of the Program or the potential savings and/or clean energy component of any Supply Contract with a Competitive Supplier.

Due to a scarcity of projects (at least in the short-term), Program Municipality may have to offer CDG Credits to some of their residents and/or small businesses, and not others. Municipality may choose to prioritize offers in one of four ways:

1. Program Municipality may define geographic zones within the municipal boundaries, and offer CDG opportunities by zone. Zones may be predetermined districts, or newly drawn based on location of project sites, equal distribution of customers in each zone, or other considerations such as location of public or affordable housing facilities.
2. Program Municipality may choose to offer CDG Credits to a particular service class first, to most closely match availability. For instance, Program Municipality may have access to CDG Credits that could not cover all their residential accounts, but might be more appropriately sized for their small commercial accounts.

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3. Program Municipality may choose to select customers based on system infrastructure (i.e. substation, feeder). This method is contingent on Utility agreement to share customer lists, and enroll, by system circuit. This would dovetail with any demand management initiatives that measure curtailment or participation at the substation or feeder level.
4. Program Municipality may offer CDG Credits to LMI customers only at first. This is contingent on a non-intrusive verification method to identify LMI Program Customers. This option will be particularly attractive should there be a LMI adder approved for the VDER tariff, or any similar policy that increases the value of CDG credits for LMI customers.

Program Municipalities will choose whether to offer a Clean Power Product that contains CDG Credits as the default supply option on an opt-out basis, or to offer as an “opt-up” option requiring active enrollment. This decision will likely hinge on whether the cost of the CDG Credits can be applied directly on the single utility bill, with CDG Credits and associated charges settled in one transaction.

A single bill format would present a clear and transparent value proposition to Program Customers in a familiar format. Administrator acknowledges that “consolidated billing” is under careful consideration by the PSC in the VDER proceeding. Below is a proposed billing mechanism that, in our view, is viable under the current paradigm and may even set a precedent as a consolidated billing model that utilities are willing and able to implement with minimal marginal cost and development. Should the PSC issue any rulings on consolidated billing, Administrator agrees to adapt or modify Program operations to comply with codified rules and expectations therein, and to work with Utility to modify the data exchange process if necessary.

5.2.5.1 Proposed Single Bill (Opt-out) Structure

Administrator seeks to reach consensus on a method agreeable to all parties, to integrate CDG Credits into the default supply product on a single bill. The following structure presumes a VDER tariff-derived monetary credit value, and applies to non-demand Default Consumers; billing for demand charge customers may require a modified methodology.

1. No individual customer contracts required. Customers would be automatically enrolled in the CDG Credit product option as a component of the default Clean Power Product.
2. Utility has reported to the PSC that CDG Credits will be applied in the [\[see 10/16/17 Utility filings in VDER case for appropriate billing style and location of credits\]](#) section on customer bill. This section includes several other charges and adjustments.
3. CDG charges should appear as a line item directly above or beneath the CDG Credit in this same section.
4. Depending on Utility protocol, CDG charges may be considered an ESCO charge and would be covered under the Utility purchase of accounts receivables program and billing services agreement with the ESCO. Non-payment of any part of the bill would be treated equally, and places the customer at risk of discontinuation of service.
5. In this case, the contracted Competitive Supplier would collect from the Utility and properly remit CDG charges (inclusive of administrative fees) to the CDG Sponsor and/or CCA Administrator.
6. Alternately, Utility may be willing and able to apply CDG charges as purchased accounts receivables “without recourse,” or as a line item outside of the purchase of accounts receivables program altogether, and remit directly to CDG Sponsor. In this case, CDG Sponsor bears the risk of bill collection as they do in a typical two-bill scenario. Non-payment of CDG charge would result in reallocation of CDG Credits down to 0%; non-paying customers would remain in the CCA Program at the same supply rate. Credits previously

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allocated to non-paying customers would accrue to CDG Sponsor and would be re-allocated amongst remaining customers through CDG Credit bonus at calendar year's end.

7. Administrator and Program Municipalities are open to either model, and are agnostic as to which entity collects CDG charges.
8. CDG charges reflect the compensation structure defined in agreement with CDG Sponsor (e.g. Program Customers pay 90¢ for every \$1 of credit value).
9. CDG charge = (monetary value of monthly CDG production [per VDER tariff] *Customer % allocation) * Credit discount [.9 in this example]).
10. CDG charge is transparently disclosed on the utility bill and readily compared to credited amount, clearly demonstrating the net impact of CDG.
11. Each month, CDG charge is exceeded by CDG Credits, net impact of CDG always to customer's benefit. This minimizes Utility collection risk since total amount to collect will be less than it would have been without the CDG Credits/charges.
12. Terms and Conditions of CDG membership are transparently communicated in Program Notification Mailing and on Program Portal.
13. Program Customers are always free to opt-out of the CDG supply option anytime to other supply options or out of the Program altogether, with no penalty.
14. CDG enrollment requires no customer credit checks or additional customer data of any kind. CDG Sponsors will not be granted access to Program Customer account data.
15. Statements explaining monthly and year-to-date credit allocations, savings, CCA performance v. Utility price to compare (blended ESCO rate and CDG) will be sent to each Program Customer at a minimum of semi-annually either as a bill stuffer with the utility bill, or separately by CCA Administrator.

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Figure 1: Proposed Single Bill CDG Credit and Cash Flow

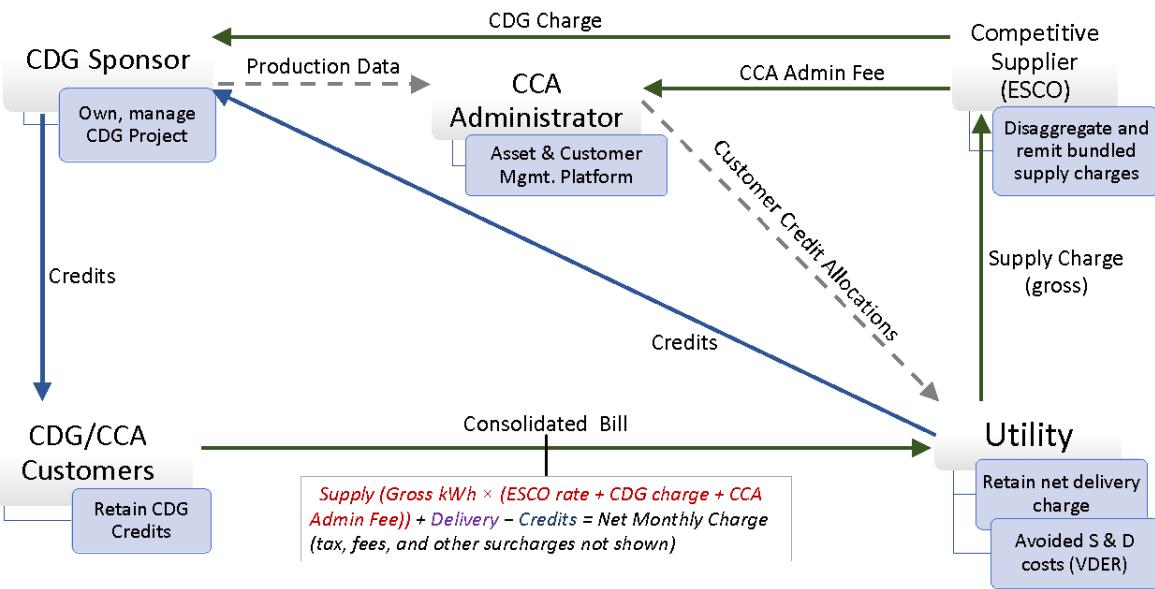


Figure 2: Sample Bill

Supply: $600\text{kWh} * \$0.06 \text{ (fixed all-in ESCO CCA rate)} = \36

Delivery: $600\text{kWh} * \$0.10 \text{ (Utility T&D tariff)} = \60

Subtotal: $\$96$

Payment and Adjustment:

CDG Charge: $(.1\% \text{ of CDG production [183MWh]} * \$0.16 \text{ [VDER w/MTC Tranche 1]} * .9 \text{ [credit discount]}) = \26.35

CDG Credit: $(.1\% \text{ of CDG production} * \$0.16 \text{ [VDER]}) = \$-29.28$

Total Charges: $\$93.07 \text{ (CDG results in 8.1% savings on supply charges)}$

* will not appear on customer bills

5.2.5.2 Two Bill Structure

If single bill is not a viable option, Program Customers would be issued a supplemental CDG bill in the mail (as in the typical CDG case described above) and would pay for the CDG Credits separately. With simplicity and clarity in mind, Program Municipalities may choose to offer CDG Credits in a Clean Power Product as a non-default or “opt-up” option if no single bill solution is reached.

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In this case, Program Customers would fill out a form on the Program Portal or call the Local Operation customer service line to opt into the supply option that includes CDG Credits, and authorize their receipt and payment of a supplemental bill. The contracted Competitive Supplier would collect only supply charges from the Utility, and take no custody of CDG-related charges.

Non-payment of the supplemental bill would not place Program Customers at risk of discontinued utility service, but would automatically move delinquent account(s) to the default product option for future billing cycles. CDG Credits will be re-allocated to other Program Customers, but CDG Credits previously allocated to the delinquent account(s) will not be retroactively re-allocated. There will be no additional penalties or fees applied to the delinquent accounts.

In either billing structure, *Program Customers will not sign individual contracts of any kind to subscribe*- the terms and conditions of their CDG membership would be communicated clearly and simply in the Program Notification Mailing and explicitly stated in plain language in the Notification Letter itself. This includes precise sourcing information, the impact of CDG Credits on Program Customer bills, and reiterated options to freely select an alternate supply product option with no penalty.

5.2.5.3 Sample Proposed CDG Credit Allocation

Utility has been ordered by the PSC to apply CDG Credits to satellite (member) bills within two months following the end of the host meter's billing cycle. CCA Administrator, as manager of DER customer platform, is responsible for monitoring the allocation schedule to hold Utility to this standard, and to execute appropriate matching of CDG Credits and charges on the same

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customer bill. This may result in a “carry over”, or two months of credits and charges appearing on the same customer billing cycle.

Consistent coordination between Utility and Administrator (and ESCO, if necessary) is required in order to ensure net savings on every customer’s bill each month. More specifically, Utility must communicate with Administrator, immediately following the end of each host meter billing cycle, which cycle the corresponding credit allocation will appear on each customer’s bill. Administrator then needs sufficient time to adjust allocations for the coming cycle to avoid applying CDG charges to customer bills without the proportionate credit, which would result in higher customer bills due to the mismatch in CDG allocations.

CDG Credit shares will be allocated to Program Customers based on historical consumption (kWh in previous 12 months), and projected production of the CDG generator. The following proposal is based on a solar project compensated under the VDER tariff:

1. It is estimated that each MW installed will produce 1100 MWh annually.
2. Depending on customer load, each 2MW AC CDG Generator will serve ~800-1200 customers.
3. Minimum Credit allocation: ~1500kWh; maximum allocation: ~2000kWh.¹⁷
4. Therefore, Customers with historical usage of less than 6000kWh/year will receive credits valued at the equivalent of at least 25% of their annual usage
5. Customers with historical usage above 6000kWh/year will be allocated additional credits at the rate 15% of kWh above 6000kWh. For example, a customer with historical usage of

¹⁷ kWh allocations are guidelines; allocations will be in the form of % production of generator and converted to monetary credits pursuant to VDER value stack.

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8000kWh will get $1500 + (2000 * .15 \text{ or } 300) = \text{Credits valued at } \sim 1800 \text{kWh or } 22.5\% \text{ of their usage.}$

6. Customers with historical usage greater than 9333 kWh will receive the maximum allocation: ~2000kWh.

This structure creates an efficiency incentive—the less you use, the higher % of customer bill will be covered by CDG Credits. This also provides greater respective benefit to LMI Program Customers, who historically consume less energy than the regional average.

Administrator will develop or contract with a customer management platform that will also organize the allocation of credits (see section 5.2.6 Solicitation of Renewables and DER). Administrator proposes permission for the CDG Sponsor to maintain a modest reserve of Credits to ensure compliance with CDG Order in the event of underproduction.

5.2.5.4 Regulatory Case for Integrated CDG/CCA Default Supply

The following is an argument, resting upon prevailing New York State policy, for CDG membership to be covered under rules governing opt-out CCA enrollment. This is a response to potential ambiguity around compatibility of the respective CCA and CDG regulatory cases as it pertains to customer rights:

1. PSC CCA Order grants relief from provisions in the UBP that require explicit customer authorization for enrollment with an ESCO: “Uniform Business Practices Sections 4(B)(1)-(3), 5(B)(1), 5(D)(4), and 5(K) are suspended for municipalities participating in Community Choice Aggregation programs consistent with this Order and energy services companies (ESCOs) and utilities engaging with those municipalities, to permit: (a)transfers of Aggregated and Customer Data from utilities to municipalities, municipal contractors, and ESCOs under the terms described in the body of this Order; and, (b)the switching of

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customers currently receiving supply service from the utility to ESCO supply service without affirmative consent consistent with the discussion in the body of this Order" (PSC CCA Order, p.50).

2. The PSC CCA Order is explicit that CCA supply products are not limited to ESCO-procured commodity, and must not limit the inclusion of DER products and services. Thus, CDG membership is simply one component of the default supply portfolio alongside other components including ESCO-procured commodity, bilateral agreements with renewable generators, and other DER offerings that may be integrated in the future. The ESCO is responsible for following the UBP on behalf of CCA customers, agreements with DERS sit behind the customer-supplier relationship, and are similar to any other contracts or auction purchases the supplier makes to meet its buying obligations (kWh, RECs, and/or capacity).
3. PSC CDG Order states that CDG Sponsors must adhere to the existing UBP governing the utilities and ESCOs on service, billing, marketing, data and customer rights: "UBP §4(F), §5(B)(3)&(4)(except for references to Attachment 4) and §10(C)(4)(except for references to UBP §2)" and that "[o]ther than the dispute resolution and customer solicitation provisions of the UBP discussed above, remaining features of the UBP will not be imposed on sponsors now, given that the policies for supervising DER providers are under consideration in REV" (PSC CDG Order, p.12).
4. The [Staff Whitepaper and draft Uniform Business Practices for DERS](#) (issued April 11, 2017, Case 15-M-0180, Regulation and Oversight of Distributed Energy Resource Providers and Products)¹⁸, contemplates CCA, and recommends that CCA Administrators and municipalities should be exempt from the DERS UBP, as they are already regulated by the CCA Order with regards to customer protection.

¹⁸ <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId=%7B79FF965C-C4AA-43D2-B6C2-BEC8285D97AC%7D>

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5. Following those recommendations, in the Order Establishing Oversight Framework and Uniform Business Practices¹⁹ for Distributed Energy Resources Suppliers (issued October 19, 2017), Community Choice Aggregation Administrators are not addressed. CCA Administrators would have to comply with the newly established UBP for DERS, however, when functioning as a CDG provider or as a third party marketing agent. To that end, Administrator commits to compliance with section 2D of the UBP for DERS and any subsequent issuance of the PSC in Case 15-M-0180 should it be deemed that the Administrator qualifies as a third party agent of a CDG project.
6. Program Customers continue to be protected by the UBP for ESCOs as ESCO customers. Administrator requires only the data afforded by the PSC CCA Order to operate the CDG Credit component of the default Program product, and not the extensive dataset afforded to DERS in section 2C of the UBP for DERS. Program Customers will not be required to sign a contract with CDG Sponsors, and are not required to make any obligations or commitments to the CDG Sponsor or CCA Administrator. Program Customers will not be subject to a credit check or asked to provide access to any personal data outside of that obtained from the Utility consistent with CCA protocol.
7. CDG Credits are offered to Program Customers by the Program Municipality through an authorized CCA Program with no penalty opt-out, and no obligation to participate. This component of the Program portfolio increases the renewable content of the supply portfolio, and delivers savings to consumers. The specific terms of CDG project membership described in this Plan are contingent on CCA Program enrollment, and are offered to Program Customers only.
8. Conclusions:

¹⁹ <http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={E2E3114D-B0A7-401C-AA31-198C4845D6C9}>

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- a. CCA Administrators do not meet the criteria of a DERS, and would not be required to comply with section 2A of the UBP for DERS.
- b. There are no apparent conflicts between CCA and CDG rules regarding enrollment and customer rights (nor in the UBP for DERS), and no regulatory evidence for why relief from UBP provisions granted in the PSC CCA Order would not be extended to CDG membership as a feature of the CCA Program supply portfolio.

5.2.6 Solicitation for Renewables and DER

Aggregated Data received from the Utility will inform the prioritized procurement of renewable energy in the Program portfolio, with particular emphasis on local DER.

The Solicitation represents no obligation for Program Municipalities to award any contracts.

The Solicitation is prepared and issued by the Administrator in collaboration with Organizer and Program Municipalities to prioritize available renewable resources based on several metrics. Responses will be evaluated and selected according to an established assessment rubric. This rubric will designate bid requirements and/or thresholds, evaluation categories, scoring and weighting.

The Solicitation for Renewables and DER precedes the Solicitation for Commodity Supply. This sequence will ensure the maximization of renewable content in the Program supply portfolio while preserving pricing and sourcing compliance criteria. Solicitations may procure from existing or planned DER projects, and may therefore integrate into the Program portfolio in tranches based on availability.

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Subsequently selected Competitive Supplier(s) must therefore agree to a provision in the Supply Contract that establishes a mechanism by which renewable resources are contracted and deployed, and previously purchased commodities replaced and/or re-sold.

Agreements

Solicitation for Renewables and DER will be issued to:

1. DERS and renewable generators to supply: energy (kWh), RECs, CDG Credits, and/or capacity.
2. DER platform providers for customer management products and services.

Bidders will choose to respond to one or more of the product categories in whatever combination they choose, and with as much flexibility as they are willing to tolerate. For instance, a CDG project developer with a proprietary customer platform may choose to submit a bid for CDG Credits, platform services, or both, and may stipulate whether they are willing to provide platform services if their CDG projects are not selected.

Table 5: Potential DER Agreement Structures (non-exhaustive):

Related Offering	Parties	Type
Commodity Supply (kWh), RECs, and/or capacity	Competitive Supplier and DERS	Power purchase agreement
Program Municipalities will direct awarded Competitive Supplier to source from designated CDG and other renewable generators. Pricing and service requirements will be specified in the Solicitation and agreement(s).		
CDG Credits (and RECs)	Program Municipality and CCA Administrator	Commitment letter

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Program Municipality agrees to offer CDG Credits (and RECs) to its residents and small businesses on an opt-out basis, under the agreed upon terms, independent of a CCA Supply Contract with a Competitive Supplier. Therefore, if the CCA Supply Contract expires and is not renewed, Program Customers will continue to get CDG Credits on their bill and will be charged accordingly. Program Customers will still be able to cancel that service with no penalty at any time, and New Consumers will have the opportunity to enroll in the CDG offering. Program Municipality need not sign a contract with the project developer for the CDG Credits themselves, only a commitment to include in the Program portfolio.

CDG Credits (and RECs)	CCA Administrator and CDG owner/operator (or “CDG Sponsor” as designated in PSC CDG Order)	Option contract
Establishes authority for CCA Administrator to offer up to 100% of the CDG Credits (and RECs) generated by awarded CDG project(s) to Program Customers under mutually agreed upon terms. Agreements must be in compliance with the PSC CDG Order, and be consistent with compliance specifications defined in the Solicitation.		
DER Customer management platform	CCA Administrator and DER platform provider	Service and/or licensing agreement
Contract for license, platform development, data services and security, and/or ongoing operation and maintenance of platform capable of managing customer accounts, real-time project production, CDG Credit allocations, billing calculations, and any other capabilities defined in the Solicitation. DER platform must integrate with Program Portal.		

Identification of Available Renewable Resources

Administrator will consult Program Municipalities to identify and prioritize:

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1. Potential municipal sites for DER development.
2. Existing available DER within municipal boundaries (e.g. legacy hydro plant).
3. Potential sites on private land within municipal boundaries.
4. Leasing and/or financing options for projects on municipal sites.
5. Existing or planned renewable generators outside municipal boundaries by preference of type/technology, location (e.g. generators within designated county(ies) will get first priority, and only generators within New York State will be considered).

Program Municipalities will also be asked to identify sites within municipal boundaries they *do not want* to see developed, and those will be excluded from consideration. These preferences will inform which opportunities are offered to which Program Municipalities.

Administrator will issue Solicitation to renewable generators and DERS. Respondents will be asked to provide the following:

1. Project portfolio and/or pipeline by:
 - a. Technology/fuel source/equipment specs.
 - b. Historical production curves, monthly and hourly (average, summer and winter).
 - c. Projected production (e.g. PVsyst simulation).
 - d. Design and permitting plan.
 - e. Financing plan/pro forma.
 - f. REC type (RES Tier, Green-e certification).
 - g. CDG eligibility.
 - h. Credit type and value (net metering, VDER tranche).
 - i. Nameplate capacity.
 - j. Location (load zone, utility territory).
 - k. Available date, commission date.

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- I. Position in interconnection process (pipeline).
2. Price quote for kWh and/or RECs.
3. CDG Credit discount (against Utility credit value).
4. Preferred agreement structure and term.
5. Timeline/expected availability of resources over contract term.
6. Ability to offer guaranteed savings v. Utility monthly variable rates.
7. References and/or letters of support.
8. Company information and team resumes.

Respondents bidding for customer platform services will be evaluated on the following criteria:

1. Experience/examples of previous work.
2. References provided.
3. Performance/reliability record.
4. Data security credentials.
5. Platform demo.
6. Ability to collect and analyze real-time production data.
7. Algorithm and execution of CDG Credit allocations on monthly basis.
8. Ability to ensure billing sync- CDG Credits match corresponding charges each month.
9. Accounting of fees and collection.
10. Willingness to provide platform license white label.
11. Ability to integrate with Program Portal.
12. Partnership with generation projects.

CCA Administrator will prepare and present results, options, and recommendations to officials of Program Municipalities, including a detailed deployment timeline and impact on local and state renewable energy goals. Projects will be offered to Program Municipalities according to

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predetermined criteria including project location, size, availability, and preferences established prior to Solicitation issuance. Details of the awarded contracts and counterparties will be made publicly available, and described in the Program Notification Mailing.

Results of the Solicitation for Renewables and DER will inform subsequent Solicitation for Commodity Supply and form of Supply Contract, responsive to resources selected and remaining supply and/or RECs needed to serve Program Customers and comply with Program goals and predefined offerings.

CCA Administrator will bear the responsibility of managing the integration and accounting of CDG Credits with the Utility, oversight of Competitive Supplier(s) to ensure proper collection and remittance of fees and CDG charges (see section 5.2.5).

5.2.7 Municipal Memorandum of Understanding (MOU)

Municipal participation is entirely exploratory up to this point. That is, until Aggregate Data has been collected, analyzed, employed to test the marketplace, and applied to expectations of sourcing and customer value, communities will not have sufficient information to make a firm commitment to Program participation.

CCA Administrator will work with counsel of Program Municipalities to finalize tri-party Supply Contract between the Program Municipality, Supplier(s) and CCA Administrator.

Administrator will convene a municipal attorney webinar or in-person meeting to discuss the Supply Contract template, provided by Administrator, with specific focus on:

1. Innovative DER structures.
2. Customer protection/equity of access/low and moderate income consideration.

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3. Municipal Home Rule authority to assign Competitive Supplier(s) as default provider(s).
4. Compliance with UBP, PSC CCA Order, Public Service Law, Utility protocol.
5. Contract renewal option.
6. Supplier(s) responsibility with regards to:
 - a. customer service (toll free line available during normal business hours).
 - b. disclosures.
 - c. contract with DERS at Program Municipality direction.

The outcomes of this meeting will inform subsequent counsel review. Contract revisions will be shared in transparent group forum (email thread or collaborative online platform) until agreement on a final document is reached by all Program Municipalities and their counsel.

With a finalized Supply Contract, all above milestones reached, and the results compared against goals and desired outcomes established in Phase I, Administrator and Program Municipalities will determine threshold conditions upon which commitment of Program participation on the part of the Program Municipality shall rest.

CCA Administrator will present Program Municipalities with a draft MOU establishing the terms under which they agree to sign a Supply Contract (described below and will be attached to MOU in final form), namely that at least one compliant bid is submitted by a pre-qualified Supplier. Each Program Municipality will then choose to modify if necessary and approve MOU as a binding commitment of their Program participation.

Bid compliance for the forthcoming Solicitation for Commodity Supply (see below) is subject to conditions described in the MOU. Program Municipalities will define pricing thresholds,

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compliant rate structure(s), term length(s), and product options based on sourcing requirements.

5.2.8 [Solicitation for Commodity Supply](#)

CCA Administrator will issue a competitive Solicitation for power supply to pre-qualified ESCOs on behalf of Default Consumers in Program Municipalities. Suppliers will have between 21 and 30 days to respond. A specific date and time by which bids must be received will be clearly elucidated. Due to the volatility of energy markets, bids will expire at the day's market close, and therefore bids must be evaluated and awarded same-day. Supply Contracts will be signed and executed thereafter.

Bids will be evaluated on: price, rate type (fixed v. variable), term length, renewable content and sourcing, competitiveness across service classes, Utility territories and load zone (if applicable), and value-added services offered. Solicitation will identify key Program features, such as no penalty opt-out anytime, and already established relationships with renewable generators, CDG Sponsors, and other DERS. It will describe the Local Operation and related roles of Administrator and Organizer, as well as expectations of Competitive Supplier in terms of customer service, EDI/enrollment management.

Attached to the Solicitation will be:

1. Finalized Supply Contract.
2. MOU signature pages from each Program Municipality.
3. Aggregated Data.
4. Price and terms/bid offer sheet.
5. Confidentiality agreement.

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The Solicitation is non-binding; award(s) are made at the discretion of the CCA Administrator and Program Municipalities. Administrator reserves the right to ask for a “final and best” bid before award. Administrator may also choose to hold bidder conference before responses are due to address questions and concerns about the Solicitation, as well as to modify and reissue the Solicitation if necessary.

The Solicitation will reflect price compliance benchmarks established in the MOU: against the historical utility average rate for fixed rate bids, and discount thresholds for variable rate bids (e.g. 5% below monthly Distribution Utility default supply charge). Fixed rates bids have some distinct advantages (i.e. price certainty, opportunity to capture substantial savings if Utility prices increase over the contract term, contract structures that allow communities to drive development of local renewables when fixed rate is below current market) and will be given preference. However, ESCOs may choose to respond with fixed rate bids, variable rate bids, or both. The Solicitation will designate concrete rate benchmarks for each Opt-Out Service Class within the Utility service territory and New York Independent System Operator load zone, and Suppliers may submit discrete bids for each category. Similarly, each bid category may be awarded as a distinct Supply Contract.

Suppliers will be asked to bid on one or more term lengths (likely a minimum of 24 months, ranging in 12-month increments to 60 or even 120 months). Long-term Supply Contracts enhance the durability and certainty of Program purchasing power, which may create leverage in deals with renewable generators and DER. For this reason, Program Municipalities may choose to relax pricing thresholds for long-term fixed rate bids. The decision as to how to privilege price v. term length will be informed by the results of the Solicitation for Renewables and DER.

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Program Municipalities may choose to solicit bids for a guaranteed savings product to serve Utility Assistance Program Participants, pursuant to the Low-Income Order. If a Supply Contract is awarded to a Supplier serving APPs, Administrator and Supplier must agree to comply with those verification and reporting requirements set forth in the Low-Income Order.

The Solicitation will define requirements of the Clean Power Product in terms of sourcing, geography, and authentication of RECs. Compliant bids on the Clean Power Product must demonstrate proof of their compliance and proposed reporting and verification methods. The Solicitation will also define any and all other desired supply product options. There may be renewable content requirements on other product options as well, at the discretion of Program Municipalities.

Suppliers will be asked to submit “all-in” price bids for Firm Full-Requirements Power Supply, meaning the Competitive Supplier will provide all the energy, capacity, and other related services or necessary to supply all Program Customers at the contracted rate regardless of changes in kWh usage or enrollment distribution during the term of the Supply Contract.

Supplier(s) will also be given the opportunity to describe any value-added services they offer in their responses. The Administrator will pursue other means (as described above) for DER, energy efficiency, and other services, and will not rely on ESCO offerings to fulfill this Program goal, however the potential that the Competitive Supplier could also act as a DERS should not be ruled out.

Solicitation will identify Program start date as the first day of a calendar month no less than fifty-five days from Supply Contract execution. This allows for data transfer and EDI testing, thirty-day opt-out period, enrollment transactions between Supplier(s) and Utility. This process

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is described in detail in the following section. Each Program Customer will be enrolled as of their meter-read in that calendar month.

Suppliers will also be asked to provide bids in an itemized format that mirrors Utility supply bills. This is done so bids may be reviewed in as consistent manner as possible, and to provide simplicity and transparency to consumers. In most cases, this will mean providing a market supply charge component (inclusive of capacity, transmission congestion contracts, and ancillary services), a merchant function, and taxes and other surcharges.

Based on feedback gathered from Program Municipalities, and defined priorities, Administrator will develop and present a rubric for comparing and awarding bids across rate types, product types, term lengths, renewable portfolios.

In the event that multiple supply product options are awarded, each Program Municipality will select which will be the default option for their residents and small businesses, and each individual Program Customer will have the freedom to choose among all available product options, regardless of municipally-selected default.

The MOU serves as a binding commitment for Program Municipalities to sign the Supply Contract(s) if some or all of the Solicitation is awarded. Supply Contracts will be signed and executed within one day of bid award(s).

5.3 Phase III: Launch

Launch Phase includes the roughly two-month period from the execution of Supply Contract(s) to the start of service to Program Customers. This includes the thirty-day opt-out period, and subsequent customer enrollment.

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Table 6: Sample Launch Timeline

Launch Chronology	Day
Supply Contracts executed; Customer-Specific Contact Data requested; EDI testing begins	1
Utility provides Customer-Specific Contact Data	6
Administrator files draft Notification Letter with the PSC	7
Program Portal operational	8
Supplier sends Program Notification Mailing (thirty-day opt-out period begins upon postmark)	13
Undeliverable addresses are corrected and re-sent	16
EDI testing concludes	43
Opt-out period (with three-day rescission period) concludes	49
Opt-outs processed, Supplier submits transactions to Utility via EDI; Supplier reports results to Administrator	50
Additional customer data (usage) requested	51
First Program Customer meter-reads (Program start)	60

5.3.1 Customer-Specific Contact Data

Once the Supply Contracts have been awarded, Administrator acquires Customer Data from the Utility for Default Consumers. If APPs are included in the Program on an opt-out basis, Customer-Specific Contact Data will be sent separately to ensure they are enrolled in the guaranteed savings product. The Utility has five days to produce the data upon request, and once received the Supplier(s) are responsible for coordinating and distributing the Program Notification Mailing (see below) within five business days. In parallel, Supplier and Utility

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perform EDI testing to ensure customer information and enrollment status can be communicated and transferred securely and effectively electronically. Once opt-outs have been processed, Administrator will request additional customer data from the Utility, including usage, for Program Customers that have not opted out, consistent with EDI protocols.

5.3.2 Program Portal

Administrator will source the development and maintenance of a web-based Program Portal which will allow Program Customers to manage their account (opt-in, opt-out, select between available supply options), get updated performance, rate, and savings information, access Solicitations, and sign up for voluntary opt-up programs and updates. The Portal will host the secure customer database and produce automated, exportable reports on Portal activity on a daily basis. The Portal will also be a public communications tool with Program FAQs, contact information for the Local Operation, and Program announcements and news.

The Portal must be operational before the Notification Letter mailing is sent. This requires careful planning by the CCA Administrator, since Portal customization development may take 8-10 weeks, and some work may have to be done on speculation before an executed Supply Contract is in place. CCA Administrator bears this risk, and the responsibility to deliver a functional Portal on time should a Supply Contract be executed.

5.3.3 Notification Letter and Opt-Outs

Program notification must be mailed to all Default Consumers, and they must be given at least thirty days to opt-out before customers are automatically enrolled. All other customers (residential and small commercial currently with an ESCO or with a freeze/block on their account, municipal, large commercial, industrial) may opt-in through the Portal or by phone.

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The Notification Letter must be printed on Program Municipality letterhead and may be signed by one or more local officials. CCA Administrator and Local Organizer, in collaboration with Program Municipalities, will craft the form and content of the Notification Letter, the Supplier will be responsible for the cost and execution of printing and distributing Notification Mailings. Pursuant to the PSC CCA Order, Administrator will file the draft Notification Letter with the PSC at least five days before mailing. Administrator will also, to the fullest extent possible, deliver the Notification Letter in the native language of each Default Consumer. This is contingent, of course, on receiving primary language data from the Utility as part of the Customer Data package.

For addresses that bounce back as “undeliverable,” Competitive Supplier should check mailing address for errors and re-send and/or re-send to alternate mailing address, if available. thirty-day opt-out period will begin upon postmark of second mailing, if delivered. If still undeliverable, Default Consumer will not be enrolled in the Program until successful delivery of the Notification Mailing.

The Notification Letter will describe:

1. All available methods to opt-out: phone, pre-paid postcard included with Letter, or online through Portal.
2. No penalty opt-out or to cancel service any time thereafter.
3. Rates offered to Program Customers that opt out or cancel service and subsequently opt back into the Program. This will be determined by the Supply Contract, and those Customers may be offered a higher fixed rate than that offered at Program initiation depending on market rates at the time of re-enrollment.
4. The nature of the Program and process for awarding Supply Contract(s).
5. Thirty-day opt-out period before default enrollment (begins upon postmark).

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6. Full profile of default supply option: rate and rate type (fixed v. variable), sourcing information and certification of renewable attributes.
7. Other available supply product options and methods to enroll in non-default options (online or by phone).
8. Table displaying all available Program rates as well as historical Utility rates to compare.
9. Rights and responsibilities of Program Consumers to cancel service or switch supply option at any time without penalty beyond the thirty-day opt-out period.
10. Available and/or forthcoming DER offerings, including a brief description of enhanced services offered at launch.
11. Customer service contact information and hours (Supplier and Local Operation).

The Notification Mailing will also include documentation of applicable Program terms and conditions, including those related to CDG Credits and/or other DER offerings.

Should APPs be included on an opt-out basis, a separate Notification Mailing will go out to those consumers describing the guaranteed savings product, and their options and rights with regards to the Program and continued enrollment in the Utility assistance program.

Consumers are also able to opt-out by contacting the Utility and letting them know they'd wish to stay with Utility supply service. The Utility should either communicate those opt-outs to the Supplier(s) before opt-outs are processed, or clearly report why those accounts failed to enroll.

5.3.4 Enrollment and Reporting

At the end of the thirty-day opt-out period, there will be an additional three-day rescission period before Competitive Supplier will begin submitting enrollment transactions to the Utility via EDI. Supplier will then submit enrollment transactions for all Default Customers that have

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not opted out, and any customers that have opted in. These transactions will be submitted a minimum of one week prior to the first meter-read (Program start date).

At this time, Supplier should report to Administrator on the following metrics by Program Municipality: number of Notification Mailings sent, postmark date by Mailing batch, number undeliverable, number opt-outs by method, number successful enrollments, number failed enrollments.

5.4 Phase IV: Program Development

The Program remains a living, breathing, growing enterprise well after launch. Program Customers may choose to cancel service and return to the Utility or choose an alternate supplier at any time during the life of the Program, at no penalty. They can do so by contacting the Local Operation by phone, filling out a form on the Program Portal, contacting the Supplier, contacting the Utility, or by enrolling with a different ESCO.

Customer migration should take effect for the following billing cycle, unless transaction is processed less than two days before consumer's next meter read, in which case it may take effect in the following billing cycle. Consumers that had previously opted out, had a freeze or block on their account, or were taking service with another ESCO when enrollments were processed, may opt-in at any time. Consumers of non-default service classes (large commercial, industrial, municipal, school) may also opt-in to the Program. Rates for Program Customers who opt in, by service class, will be determined by the Supply Contract.

5.4.1 Local Operation Post-Launch

Organizer, as manager of the Local Operation, will in an ongoing manner:

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1. Offer customer service by phone and email. Suppliers will offer supplemental support but the Local Operation will be the primary resource for Program Customers. Program Administrator will train the Organizer to answer all manner of questions about the Program. Both the Local Operation and the Supplier will provide contact information on the Notification Letter and on customer bills.
2. Request monthly list of New Consumers sent from Utility to Supplier and Notification Mailing by Supplier within 30 days of receipt.
3. Process cancellations and opt-ins through Portal form and by phone. Report to Supplier daily via spreadsheet or other agreed medium.
4. Outreach and education in the community; production and distribution of materials, Program progress and performance updates (digital, printed, and in-person presentation).
5. Maintain, update, revise Portal to ensure positive user experience and most accurate data.
6. Analyze customer bills to determine savings.
7. Support development of DER offerings, process customer signups.
8. Present to local non-participating communities for potential Program Expansion.
9. Support on available grant or reimbursement opportunities for Program Municipalities and/or the Organizer itself.
10. Report on Program operations and performance both required by the PSC and additional performance metrics described below in section 5.4.3.

5.4.2 Integration of DER

In an ongoing manner, Administrator will seek to maximize local renewables and DER in the Program portfolio. Administrator will consult Program Municipalities and manage:

1. Additional Solicitations for Renewables and DER.

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2. Development of new DER offerings based on emergent market opportunities, including:
 - a. smart home controls and demand management earnings programs.
 - b. behavioral curtailment savings program.
 - c. energy efficiency performance contracting products and services.
 - d. community microgrid project development.
 - e. electric vehicle ridesharing.
 - f. residential energy storage programs.
3. Related regulatory submissions.
4. Grant applications (for example, NYSERDA's Clean Energy Communities program or successor programs).
5. Creation of an information clearinghouse for other CCA programs across New York State to share materials, planning documents, agreements, best practices/lessons learned, and DER integration strategies.

5.4.3 Reporting and Metrics

Annual reports to the Public Service Commission are required and regular reporting to constituents and Program Customers is integral to Program success. Reports to the PSC must be filed by March 31 each year for the previous calendar year and include, at minimum:

1. Number of customers served.
2. Number of customers who opted-out (initially) and cancellations during the year.
3. Number of complaints received by the CCA liaison (see *Liaison Feedback Form* and *Monthly Report* below).
4. Commodity prices paid.
5. Value-added services provided during the year (e.g. installation of DER or other clean energy services).
6. Administrative costs and budget, including Administrator fees collected.

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Reporting may also include performance metrics such as:

1. Engagement (e.g. website activity, contacts submitted through contact form, attendance at events, review of local press coverage, calls/complaints/questions received, etc....).
2. DER enrichment (i.e. demand management, energy efficiency, electric vehicle, and/or storage programs; enrollment/participation; measured performance).
3. Savings (v. Utility rates).
4. Greenhouse gas emissions deferred.
5. Evidence of local development (% of supply procured within Program Municipality, county, load zone, NYS; CDG Credits).

5.4.4 Implementation Plan Update

This Implementation Plan will be revised and resubmitted at least 120 days prior to the expiration of executed Supply Contract(s) describing Program Municipalities' intentions with regards to:

1. Supply Contract renewal, extension, and/or re-solicitation.
2. New or revised Supply Contract terms.
3. Implementation timeline for new Supply Contract.
4. Changes to Administrator, Local Organizer, Contact Liaisons, or related scope of work.
5. New DER or other Program feature integrations.
6. Opt-out procedures for all Program Customers in advance of effective date of new Supply Contract.

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5.4.5 Program Termination

Should Program Municipalities choose not to pursue a new Supply Contract, or fail to reach terms with a Supplier, Program Customers shall revert back to Utility supply customers in the billing cycle immediately following Supply Contract expiration. The Supplier will be responsible for transferring all Program accounts back to Utility service.

6 FUNDING, COSTS, AND FEES

Program costs are covered through the collection of administrative fees funded by the Supply Contract(s). No additional funding is necessary to support the implementation and development activities described in this Plan.

6.1 Administrative Fees

Pursuant to the PSC CCA Order, CCA Administrators are permitted to collect a per kWh administrative fee to support Program operations including staffing and overhead, outreach and communications, legal expenses, Program development. The Supplier(s) will be responsible for remitting administrative fees to the Administrator, and supply rates charged to Program Customers must be inclusive of fees.

The administrative fee will be \$.0008/kWh.

CCA Administrator may also collect administrative fees associated with the management of DER initiatives, including the DER customer platform and integration of CDG Credits. All administrative fees will be plainly and transparently communicated in all relevant agreements and Program documents, available for public view in advance of execution.

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Provision governing administrative fees including per kWh rate, remittance responsibility, chain of custody, timeline of collection and remittance, and fee sharing arrangements will be included in the tri-party Supply Contract.

6.2 Data Costs

The PSC CCA Order states, *“Utilities will be permitted to charge a fee for the data they provide to CCA programs. That fee should be entirely or mostly back loaded and dependent upon the signing of an agreement with an ESCO and the enrollment of customers, to avoid creating barriers for municipalities considering and developing CCA programs and to permit the funds to pay those fees to be provided by a selected supplier and recovered through the supply service.”*

The PSC CCA Order further directed utilities wishing to charge such fees to file proposed tariffs with explanations. On August 5, 2016, utilities including Central Hudson Gas & Electric Corporation, Niagara Mohawk Corporation, National Grid NY, New York State Electric & Gas Corporation, and Rochester Gas and Electric Corporation submitted tariffs to comply with the Order. Public comments noted that these fees were considerably higher than in other states, did not sufficiently meet the requirement to explain how the proposed fees reasonably related to the cost of providing the data, and would prove a significant burden to the implementation of a CCA program. Consequently, the PSC asked utilities to postpone their tariffs to allow for more time and there has not yet been a resolution on a reasonable data tariff for utilities.

The Westchester Power program established a precedent for the compensation to utilities for CCA data at \$.07 per account for Aggregated Data; \$.65 per account for Customer-Specific Contact Data.

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In June of 2017, the PSC filed [CASE 17-M-0315²⁰](#) – “In the Matter of the Utility Energy Registry,” (UER). UER, is an online platform intended to offer streamlined public access to community scale utility energy demographics and is currently considering mandating participation by Utilities to provide data consistent with the PSC CCA Order. The UER data could, therefore, provide significant aggregate Program data at no cost.

Until data tariffs are determined, the Program intends to work with the Utility using the Westchester precedent to find a fair compensation for both aggregated and Customer Specific data. Should the UER make additional data available, Program would take advantage of that opportunity.

6.3 Pre-Contract Expenses

Expenses associated with Program development in advance of an executed Supply Contract are shouldered primarily by CCA Administrator, and are not compensated retroactively through administrative fees or otherwise.

Local Organizer may incur costs associated with organization and hosting of events, production and distribution of materials, and staff time. Organizer may choose to raise funding to support this activity however they choose, or seek support from Administrator.

Program Municipalities may incur legal fees and other costs associated with document review, noticing (of a public hearing, for instance), filing and e-code service fees, distribution of materials, event hosting, staff time. There is no available mechanism at this time to reimburse Municipalities for these activities. CCA Administrator shall pursue any reimbursement

²⁰ <http://documents.dps.ny.gov/public/MatterManagement/CaseMaster.aspx?MatterSeq=53741&MNO=17-M-0315>

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opportunities as they become available (e.g. state program funding for CCA communities), and file necessary applications and/or documentation with appropriate entities.

7 APPENDICES

7.1 Evidence of Enabling Local Legislation

[Municipality: Attach evidence of Local Law and filing with Department of State]

7.2 Sample Notification Letter

[Municipal Letterhead]

[CCA Program Logo]

[Date]

Welcome to [CCA Program Name]!

[Municipality] has joined with [# of participating municipalities] other [region/county/area] cities, towns, and villages to create a new energy program that localizes control over how we purchase and generate electricity. This new program reflects our community's preference to support clean energy from renewable sources, to address price uncertainty and market volatility, and to create local economic opportunity while building a more resilient and reliable power grid.

[Municipality] is now able to take control of its energy future by implementing a policy tool known as Community Choice Aggregation (CCA), which enables communities to leverage their collective purchasing power and act as a single buyer in energy markets. Each household or small business will have the choice to remain in the program or to freely opt out with no penalties whatsoever. For details on your options, see below.

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[Distribution Utility] will remain your electric utility

Energy delivery remains the responsibility of your utility, **[Distribution Utility]** but your electric supply will now be served by **[Supplier]**. You will continue to receive a single bill each month from **[Distribution Utility]**, and you should continue to call **[Distribution Utility]** in the case of an outage, service interruption, or billing issue. Beginning with the **[launch month]** service period, your utility bill will reflect the new rate (see rates and options below) and **[Supplier]** as your supplier of electricity. **[Distribution Utility's]** delivery charges will remain unaffected by this change.

Benefits

[*if fixed rate] COST CERTAINTY – No more monthly fluctuations - the **[CCA Program Name]** rate will remain fixed every month until the **[end of contract month]** service period.

GREATER CHOICE - Your municipality chose the **[Clean Power Product]** as the default supply option. You may freely switch to the standard supply option at any time (see below for instructions on how to switch). You may choose to return to **[Distribution Utility]** or choose an alternate supplier at any time- there are never any fees or penalties for switching.

LOWER RATES – The **[CCA Program Name]** solicited bids from pre-qualified energy suppliers, and only bids lower than the average **[Distribution Utility]** rate over the preceding **[12/124...60]** months were considered.

CLEANER ENERGY – The **[Clean Power Product]** is sourced from 100% renewable energy, such as solar, wind, and hydropower, and is verified with New York State Renewable Energy Certificates. **[If integrating CDG] A local solar project is integrated into your default supply**

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resulting in price discounts in the form of monthly credits on your bill. [Insert description of project (location/type/size), and how/where credits will appear on bill].

Rate	Residential	Small Commercial
Historical average [Distribution Utility] rate (past [12/24...60] months)	X.XX ¢/kWh	X.XX ¢/kWh
Default option: [Clean Power Product]	X.XX ¢/kWh	X.XX ¢/kWh
Option 2: [standard supply]	X.XX ¢/kWh	X.XX ¢/kWh
[Distribution utility] rate	Monthly variable	Monthly variable

No action is required; you will be automatically enrolled unless you opt out

There is no penalty or fee to opt out of the program. You may opt out within 30 days of receiving this letter. If you choose to opt out, your supply service from [Distribution Utility] will not be interrupted in any way, and your account information will not be shared with any third parties.

If you choose not to opt out within the 30-day opt-out period, you will be enrolled in the program. [Distribution Utility] will share your account information with [CCA Program Name] in order for [Supplier] to serve you. You may still cancel service from [CCA Program Name] at any point thereafter with no penalty. Your account will move back to [Distribution Utility] for the following billing cycle.

If you opt out or leave the program and choose to opt back in at a later date, you may be required to pay a higher [fixed] rate, depending on market rates at that time.

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To opt out, you may do any of the following:

- Return pre-paid opt out postcard included with this mailing, OR
- Go to [program URL], and submit the online opt-out form, OR
- Call [CCA Program Name] at (XXX) XXX-XXXX

Opting for standard supply

To opt for the supply option with no additional renewable content, you may do either of the following:

- Go to [program URL], and submit the online form to switch to standard supply, OR
- Call the [CCA Program Name] at (XXX) XXX-XXXX

If you are already enrolled with an alternate supplier

You have received this letter in error. Please call [CCA Program Name] at (XXX) XXX-XXXX and we will ensure your contract is not interrupted and you will not be enrolled in [CCA Program Name].

For questions or more information

Please visit [CCA Program Name & URL] or call (XXX) XXX-XXXX from X – Y, Monday to Friday. [Supplier] can be found at [URL] or at (XXX) XXX-XXXX from X – Y, Monday to Friday.

Sincerely,

[Chief elected official signature and printed name]

[CCA Administrator] and/or

[Program Organizer]

Municipalities participating in the [CCA Program Name]:

[list of municipalities]

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7.3 Contact Liaison for Each Municipality.

Pursuant to the PSC CCA Order, each Program Municipality will designate a Contact Liaison; this could be a trustee, deputy mayor / supervisor, clerk, or administrator / manager. The Contact Liaison is responsible for fielding questions about the Program that come directly to the local government offices, addressing them as completely as they can, and/or referring residents to the Local Operation. The Contact Liaison will also log questions, complaints, opt-out requests, and report back to the Administrator and Local Operation. Each Program Municipality should identify a Contact Liaison as soon as Supply Contract(s) are executed, and before the Program Notification Mailing goes out.

[Municipality: Identify Contact Liaison and report to Administrator]

Municipality	Contact	Title / Agency	Email	Phone Number

7.4 Liaison Feedback Form

Time and Date of Call: _____

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Name (may be anonymous):

Reason for Call: 1- Questions 2- Opt-Out 3- Other

Notes: _____

7.6 Liaison Monthly Feedback Report

Record the total number of monthly calls for the following and any summary notes.

Total Calls/Emails	Questions	Opt-Outs	Other	Notes
Month:				

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Month:				

ATTACHMENT A

Community Choice Aggregation Program

Implementation Plan

Good Energy, L.P.

I. Introduction

Good Energy, L.P. (“Good Energy”) has developed a Community Choice Aggregation Program, as described in this Implementation Plan, to help municipalities facilitate market-based deployment of clean energy resources, increase retail competition for residential and small commercial customers, and provide individuals and businesses with greater ability to manage their energy usage and bills (the “Program”). The Program will also allow local municipalities, in cooperation with Good Energy, to promote the New York State Public Service Commission’s (the “Commission”) goals in its Reforming the Energy Vision proceeding for an energy system that is cleaner and more dynamic.

Before being implemented, the Program must be reviewed and approved by the Commission to ensure that the Program complies with the requirements of the Commission’s *Order Authorizing Framework for Community Choice Aggregation Opt-out Program* issued on April 21, 2016 (the “CCA Order”).¹ This Implementation Plan was developed to demonstrate that Good Energy’s Community Choice Aggregation Program satisfies all of the requirements necessary for Commission approval.

Further, Good Energy recognizes that each respective local distribution company (“LDC”) has certain system capabilities and restrictions that may conflict with certain aspects of the Program. Good Energy is committed to working cooperatively with LDCs to implement the Program in their service territories and nothing in the Program is intended to require utilities to develop new, or modify existing, capabilities. As such, the Program remains flexible and may be modified accordingly prior to implementation in any specific LDC service territory.

II. Definitions

Aggregated Customer Data – shall mean aggregated and anonymized information for all residents within a municipality that are eligible to participate in the Program, including the number of consumers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 to 24 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption (therms) for natural gas by month for the past 12 to 24 months by service class.

Buying Group – shall mean participating municipalities that join with other municipal aggregators in combining its load for purposes of soliciting bids from ESCOs. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. Each municipality participating in the Buying Group shall be represented by a designee(s) of their choosing on the executive committee of the Buying Group. A municipality, through its designee, shall select an ESCO based on the needs of the municipality and shall not be required to select the same terms or ESCO as other members of the Buying Group. Each participating municipality is free to join or leave the Buying Group at any time and must take all proper steps to approve the Program as if the municipality were

¹ Case 14-M-0224: *Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs, Order Authorizing Framework for Community Choice Aggregation Opt-out Program* (Issued Apr. 21, 2016).

implementing a CCA program of its own, including enactment of a local law as outlined further below.

CCA Administrator – shall mean Good Energy, L.P., as selected by the participating municipality duly authorized to put out the bid for the total amount of electricity and/or natural gas being purchased by Participating Consumers. CCA Administrator is responsible for program organization, administration, procurement, and communications, unless otherwise specified.

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.”

Commission – shall mean the New York State Public Service Commission.

Customer Contact Information – comprises certain contact information for the provision of opt-out notices, including the customer of record’s name, mailing address, and primary language (if available), and any customer-specific alternate billing name and address.

Customer Specific Data – shall mean customer specific information, personal data, and utility consumption data and load profiles for all individual customers who elected not to opt-out of the Program during the opt-out period, including usage data.

Data Security Agreement – shall mean an agreement between the Local Distribution Company and the participating 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 Participating Consumer with respect to the CCA Administrator’s or its representative’s processing of confidential utility information; (ii) the Local Distribution Company’s internal requirements and procedures relating to the protection of information that identifies or can be used to identify individual Participating Consumers with respect to the CCA Administrator’s or its representative’s processing of confidential utility information; and (iii) the CCA Order and Commission rules, regulations, and guidelines relating to confidential data.

Default Service – shall mean supply service provided by the Local Distribution Company to consumers who are not currently receiving service from an energy service company (ESCO). Participating Consumers within the participating municipality that receive Default Service, and have not opted out, will be enrolled in the Program.

Distributed Energy Resources (DER) – shall mean local renewable energy projects, shared renewables like community solar, energy efficiency, demand response, energy management, energy storage, microgrid projects and other innovative Reforming the Energy Vision (REV) initiatives that optimize system benefits, target and address load pockets/profile within the Program’s service territory, and reduce cost of service for Participating Consumers.

Local Distribution Company or LDC – shall mean the local incumbent utility owning and controlling the means of distribution of the natural gas or electricity that is regulated by the Commission for each participating municipality.

Eligible Consumers – shall mean eligible consumers of electricity and/or natural gas who receive Default Service from the Local Distribution Company 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 participating municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Local Distribution Company, are required to take service from a Local Distribution Company, or have otherwise placed a block on their utility account. For the avoidance of doubt, all Participating Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the participating municipality, as such boundaries exist on the effective date of the Energy Services Agreement (ESA) between the participating municipality and the Supplier.

New Consumers – shall mean consumers of electricity that become Participating Consumers after the effective date of the ESA between the [participating municipality and the Supplier, including those that opt-in to the Program or move into the participating municipality during the life of the Program and do not opt-out after being provided an opt-out notice and an opportunity to opt-out of the Program.

Participating Consumers – shall mean Eligible Consumers enrolled in the Program, either because they are consumers who receive Default Service from the Local Distribution Company as of the effective date of the ESA and have not opted out, or are New Consumers.

Program – shall mean a municipal energy procurement program, which replaces the Local Distribution Company as the default Supplier of energy for all residential and commercial customers within the municipality who have not opted out of the Program. Notwithstanding the above, the Local Distribution Company will continue to distribute energy as the Local Distribution Company to all residential and commercial customers within the Program.

Supplier – shall mean an Energy service company (ESCO) duly authorized to conduct business in the State of New York as an ESCO and that produces electric power and natural gas for Participating Consumers in connection with the Program or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

III. Key Features

The key features of the Program will include:

Price protection: Participating municipalities will secure power supply and natural gas for their residents by requesting competitive bids from the largest and most experienced ESCOs serving the region. This competition will be designed to result in the best possible price. A municipality will only launch the aggregation when it obtains a price that is equal to or lower

than the historical price of the local distribution company (“LDC”) or that otherwise meets the criteria set by the CCA Administrator and its municipal officials. In requesting bids to serve its customer load, a municipality may act individually or as part of a buying group with other municipalities.

Consumer protection: The Program will include the strongest consumer protections, as further outlined in the Data Protection Plan, including the ability for any consumer to leave the program at any time with no charge. There will be no hidden charges of any kind.

Product options: A municipality may offer an optional green product as an alternative to the standard product, giving customers a choice of environmental characteristics and price. Any charge for the additional green energy would be included in the rate submitted to the LDC or be purchased separately as Renewable Energy Credits (“RECs”) from a third party and billed separately by the third party.

Coordination with energy efficiency programs: Energy efficiency programs help residents reduce their energy consumption. The Program will coordinate with energy efficiency programs administered by the LDC and NYSERDA to help more residents reduce their energy usage and cost. In particular, the CCA Administrator may enter into agreements and contracts with other municipalities to develop offers of opt-in distributed energy resources (DER) products and services to Participating Consumers, including opportunities to participate in local renewable energy projects, solar, energy efficiency, benchmarking, microgrids, storage, demand response, energy management, and other innovative Reforming the Energy (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the Program service territory, and reduce costs for Program customers.

Renewable energy: A municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in an optional green product. If RECs are obtained through an ESCO, any charge for these RECs would be included in the same rate submitted to the LDC.

IV. CCA Order Requirements

The CCA Order sets out the requirements the Program must meet in order to be approved by the Commission. Those requirements include development of an Implementation Plan, Data Protection Plan, and certification that the Program has received all necessary local approvals. The Program satisfies all of these requirements as discussed further in the Petition and its attachments, and in this Implementation Plan and its attachments. Included below is a list and brief description of the CCA Order requirements as included in the Program.

1. Implementation Plan

The Implementation Plan describes Good Energy’s proposed strategy to engage municipalities, consumers, and market participants in the development of an aggregation program. The Implementation Plan includes a description of the Program and its goals, plans for value-added services such as the installation of distributed energy resources (“DER”) and other

clean energy services, such as participation in local renewable energy projects, solar, energy efficiency, benchmarking, microgrids, storage, demand response, energy management, and other innovative Reforming the Energy (REV) initiatives and objectives designed to optimize system benefits, target and address load pockets/profile within the Program service territory, and reduce costs for Program customers, and a plan for public outreach to provide residents with details of the Program.

a. Public Outreach

Good Energy's two-month public outreach plan provides residents with enough information to make well-informed and timely decisions on whether to participate in the Program. Residents will learn about the Program over a two month period, through public hearings and other forms of communication, and will be provided with an opportunity to opt-out of the Program within 30 days of receiving notice of their options to participate in the Program.

b. Municipal Contacts

Good Energy will serve as a liaison for each municipality that participates in the Program to answer questions or respond to feedback from residents. In addition, each municipality will select and identify at least one local official or agency to work in coordination with Good Energy to administer the Program.

2. Data Protection Plan

The Data Protection Plan outlines the steps Good Energy will take to ensure that the ESCO(s) chosen to supply power and natural gas under the Program will secure and protect all personally identifiable information entrusted to that entity as part of the Program.

3. Certification of Local Approvals

All municipalities participating in the Program have exercised their Municipal Home Rule Law authority before initiating the development of the Program. These municipalities have satisfied the local approval requirement by enacting a local law, after holding a public hearing on notice, giving them the requisite legal authority to act as an aggregator and broker for the sale of energy and other services to their residents. Included in Exhibit 1 of the Implementation Plan is a copy of the local law and Good Energy's certification that all necessary local approvals have been obtained for each corresponding municipality that elects to participate in the Program.

V. Elements of the Plan

The CCA Order requires that the Implementation Plan contain the following elements:

1. Description of the program and its goals;
2. Plans for value-added services;
3. Public outreach plan and written communications with residents, including sample opt-out letters; and

4. Contact information for the Program liaison, including at least one local official or agency contact.

Each of these elements is discussed below.

1. Program Overview

As a proven leader in delivering community choice and government aggregation programs, Good Energy has developed the Program to provide New York municipalities and customers with an alternative to the traditional utility and retail energy models. The Program is designed to help municipalities meet their energy goals by combining the bargaining power of residents and businesses to generate lower energy costs, increase price stability, support local generation and inclusion of DER, and increase clean energy generation.

a. Program Structure

Municipal Oversight/CCA Administrator: The Program will be approved by each participating municipality's Town Board, Village Board, City Council or other appropriate municipal authority prior to implementation. Each municipality will select a local designee to oversee the Program, who will be responsible for making decisions and overseeing the administration of the Program with the assistance of Good Energy as the CCA Administrator. The designee(s) of the participating municipality shall be specifically authorized to enter into an Electric Service Agreement ("ESA") prior to the receipt of bids from competitive energy suppliers under parameters specified by the municipality.

CCA Administrator: The CCA Administrator will manage certain aggregation activities under the direction of the municipal designee. The CCA Administrator's responsibilities will include managing the supply procurement, developing and implementing the public outreach plan, interacting with the LDC, monitoring the supply contract, and filing annual reports with the Commission. Those municipalities that have selected Good Energy to serve as their CCA Administrator, will participate in the Program.

Energy Service Company "ESCO": The ESCO selected to provide power and natural gas for the Program will also be responsible for providing customer support, including staffing an 800 number for customer questions, and fulfilling other responsibilities as detailed in the ESA. The selected ESCO shall be required to enter into an individual ESA with the participating municipality under terms deemed reasonable and appropriate for its constituents by the municipality.

Buying Group: A participating municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from ESCOs. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. A municipality shall be represented by the designee(s) of the municipality on the executive committee of the Buying Group. A municipality, through its designee, shall select an ESCO based on the needs of the municipality

and shall not be required to select the same terms or ESCO as other members of the Buying Group.

b. Program Operations

Following approval of the Program by the Commission and local approval by a participating municipality, the key operational steps will include: (1) issuing an RFP for power supply and natural gas, including plans for value-added services, and selecting an ESCO; (2) implementing a public information program, including a 30-day opt-out notice period; (3) enrolling customers and providing service; and (4) filing annual status reports with the Commission.

After the Commission approves the Program, the next step is to procure a contract for power supply and natural gas. A municipality will solicit bids from leading ESCOs, including those currently supplying aggregations in New York and other states. In seeking bids from ESCOs, a municipality may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP, which will be filed with the Commission, will require that the ESCO satisfy key threshold criteria, including:

- i. Eligibility to operate as an ESCO in New York and in good standing with the Commission;
- ii. A strong financial background;
- iii. Experience serving the New York competitive market or municipal aggregations in other states; and
- iv. A demonstrated ability, supported by references, to provide strong customer service.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- i. Provide all-requirements service for a fixed price with no pass-through charges;
- ii. Allow customers to exit the program at any time with no charge;
- iii. Agree to specified customer service standards;
- iv. Comply with all requirements of the Commission and the LDC.

A participating municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The municipality will request bids for a variety of term lengths (e.g. 24, 36 or 48 months) and for power and natural gas from different sources. Prior to delivery of the bids, the municipality shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the municipality deems appropriate for its constituents. In consultation with Good Energy, the designee(s) of the municipality will evaluate the bid results including price, term and source.

Whether the municipality conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price,

term and ESCO appropriate for its constituents. Participation in the Buying Group shall not require a municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, a municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. A municipality will only launch the aggregation when it obtains a price that is equal to or lower than the historical price of the local distribution company (“LDC”) or that otherwise meets the criteria set by the CCA Administrator and its municipal officials.

c. Funding

All of the costs of the Program will be funded through the electricity and natural gas supply contract. The primary cost will be the charges of the ESCO for the electricity and natural gas supply. These charges will be established through the competitive solicitation process to select a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour aggregation fee that will be paid by the ESCO to Good Energy, as specified in the ESA. This aggregation fee will cover the services of Good Energy as the CCA Administrator, including developing the Program, managing the Commission approval process, managing the supply procurement, developing and implementing the public outreach plan, providing customer support, interacting with the LDC, monitoring the supply contract, and providing annual reports.

d. Rate Setting and Other Program Costs

As described above, the electricity and natural gas supply charges of the Program will be set through a competitive bidding process and will include the aggregation fee. Prices, terms, and conditions may differ among customer classes, which will be the same as the basic service customer classes of the LDC. The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the LDC in accordance with tariffs approved by the Commission. Participants in the Program will receive one bill from the LDC that includes both the energy supply charge of the ESCO and the delivery charge of the LDC.

e. Method of Entering and Terminating Agreements with Other Suppliers

The process for entering, modifying, enforcing, and terminating all agreements associated with the Program will comply with the municipal charter, federal and state law and regulations, and the provisions of the relevant supply agreement.

f. Rights and Responsibilities of Program Participants

All participants will have the right to opt-out of the Program at any time without charge. They may exercise this right by any of the following: (1) calling the 800 number of the ESCO; (2) contacting the LDC and asking to be returned to basic service; or (3) enrolling with another ESCO.

All participants will have the consumer protection provisions of New York law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with their municipality, Good Energy, the ESCO, the LDC and the Commission. As appropriate, the municipality and Good Energy will direct customer complaints to the ESCO, the LDC, or the Commission.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

g. Annual Reports to the Commission

No later than March 31st of each year, Good Energy, as the CCA Administrator, will file an annual report with the Commission Secretary discussing the status of the Program, including the number of customers served; number of customers cancelled; number of complaints received by the CCA liaison; commodity prices paid; value-added services provided; administrative costs collected; and such other information as the Commission may request.

h. Continuation/Termination of Program

Prior to the end of the term of the initial ESA, a participating municipality will solicit bids for a new supply agreement and plans to continue the Program with the same or new ESCO. In the alternative, a municipality could elect to terminate the Program upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the municipality or Good Energy to dissolve the Program effective on the end date of any outstanding ESA.

Whether the Program is continued or terminated, at least 120 days prior to the end date of the ESA, the participating municipality and Good Energy will notify the Commission of their intention to extend, terminate, or re-solicit the Program and will update the Implementation Plan and file it with the Commission, as necessary. If a new contract or contract extension is signed, customers will be afforded an opportunity to opt-out of the new or revised contract, consistent with the opt-out procedures discussed in Section IV.3 below.

In the event of termination of the Program, customers will be returned to the basic service of the LDC, unless they choose an alternative ESCO. It is the responsibility and requirement of the ESCO to return customers to the LDC's basic service in accordance with the then applicable Electronic Data Interchange ("EDI") rules and procedures.

2. Value-added Services

In addition to soliciting bids for power supply and natural gas that meet the anticipated New York Clean Energy Standard ("CES") obligations, a participating municipality may obtain a supply of RECs for an optional green product. A participating municipality may seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefits and price.

A participating municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New York Generation Attribute Tracking System or be certified by a third party.

3. Public Outreach Plan and Written Communications with Residents

a. Purpose

Once a winning supplier is selected, a participating municipality will implement a public education program. The delivery of a comprehensive and professional public outreach plan and associated materials are crucial to ensuring understanding of, acceptance of, and participation in the Program. By the time a supply contract is signed, each participating municipality will have already taken steps to launch community-wide events and presentations that will help build enthusiasm for the Program and provide customers with a high level of awareness about the Program.

At the time of implementation of the Program, participating municipalities will work with Good Energy to build on this existing public awareness. Municipalities will use a variety of media to communicate the objectives of the Program, the primary terms and conditions of the ESA contract and the customers' right to opt-out at any time. The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every customer on basic service.

As required by the CCA Order, the Implementation Plan includes a public outreach and education plan to fully inform and educate potential consumers and participants in advance of automatic enrollment in the Program. Consumers will be informed that they would be automatically enrolled in the Program unless they opt-out and that they would have the right to opt-out of the Program at any time without penalty.

The public outreach plan will provide information to Eligible Consumers through electronic and print channels, public presentations and personal communications. In addition, Good Energy will send a direct mail notification to Eligible Consumers explaining the benefits and rights of participating in the Program. This notice will prominently state all charges and disclose the basic service rate, how to access it and that it is available to customers without penalty.

The purpose of the public outreach plan is to raise awareness and provide Eligible Consumers with information concerning their opportunities, options and rights for participation in the Program.

a. General Education

Good Energy will work with participating municipalities to employ broad-based efforts that take advantage of traditional media and/or the Web to ensure as many people as possible

learn about the Program. Planned elements will involve at least two different methods of public outreach which may include, but are not limited to, the following types of measures:

- i. an announcement introducing the Program and the ESCO, which will be sent to media contacts at local newspapers and other outlets identified as valuable by municipal officials;
- ii. dedicated informational Web pages that explain the Program, community benefits, the opt-out process and other helpful information, which will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the Program for its duration;
- iii. a community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community;
- iv. an inclusion of an announcement about the Program on the municipalities website;
- v. a toll-free customer information and support hotline;
- vi. a presentation on the local cable access network;
- vii. an informational FAQ for the employees of the participating municipality to ensure they can confidently answer any questions;
- viii. informational documents that mirror the Program web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings; and
- ix. local radio broadcasts at least one day each week for a total of eight weeks that describe the Program, its benefits, and customers' rights and obligations.

This general education plan will provide a detailed and thorough description of the Program for Participating Consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The education plan will maximize public awareness of the Program. Each municipality will work with Good Energy to develop its specific community outreach plan. Copies of those local marketing plans are included in Exhibit 4 to the Implementation Plan.

The initial launch of the Program will be a media event featuring representatives from the participating municipality, its ESCO, and Good Energy. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend. A press kit will be assembled to introduce the Program. Materials may include: (a) news releases; (b) background information; (c) deregulation and choice information; and (d) frequently asked questions. Municipal officials and interested community groups may obtain copies of all presentation materials.

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and Internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number for customer questions and complaints. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive

media presence. A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the progress of the Program.

Notices in newspapers and in municipal offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. town/village hall, library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

Good Energy will maintain a toll-free telephone number to address Participating Consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues Participating Consumers may raise. In addition, all information regarding the Program will be posted on the website of Good Energy, which is linked to the website of the participating municipality. The Good Energy website will have links to the website of the LDC, the Commission, and the ESCO. With respect to limited English proficiency customers, the Program will comply with all relevant requirements in the Uniform Business Practices and the Commission order approving the CCA Program throughout the life of the program.

b. Direct Mail Notification

i. Opt-Out Letter

In addition to the broad-based education initiatives described above, opt-out notifications will be sent via standard mail to the billing address of each Eligible Consumer on the LDC's basic service. The notification envelope will have the appearance of an official communication from the participating municipality and be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program. The letter will:

1. Introduce and describe the Program and provide information regarding customer participation and rights;
2. inform customers of their right to opt-out of the Program without penalty and that they will be automatically enrolled if they do not exercise that right;
3. explain how to opt-out;
4. prominently state all Program charges and compare the price and primary terms of the competitive supply to the price and terms of the basic service of the LDC; and
5. communicate the customer's rights and obligations in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

The opt-out notification will also contain a pre-addressed postcard with a simple check off signature line for eligible customers who do not wish to participate. Eligible Consumers will

have 30 days from the date of the mailing to return the opt-out postcard. New Consumers will be enrolled in the Program in accordance with applicable LDC rules. Upon initiation of service, these New Consumers will receive the same opt-out information as all other Eligible Consumers.

The opt-out notice will be designed by Good Energy and the participating municipality and printed and mailed by the ESCO, who will process the opt-out replies. Examples of a draft opt-out notification letter and the opt-out postcard are included in Exhibit 3 to the Implementation Plan. The opt-out letters will be provided to Department of Public Service Staff for review at least five days prior to mailing.

After the completion of the 30-day opt-out period, the ESCO will enroll into the Program all customers who did not opt-out. All enrollments and other transactions between the ESCO and the LDC will be conducted in compliance with the relevant provisions of the CCA Order, Commission rules and regulations, the Uniform Business Practices (“UBP”), and applicable New York law.

Once customers are enrolled, the Program will provide all-requirements power and natural gas supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process New Consumer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Also as part of ongoing operations, participating municipalities intend to coordinate the Program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. Municipalities will cooperate with the LDC responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the Program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby Participating Consumers would be encouraged to participate in energy efficiency programs and those customers who participate in energy efficiency programs would be encouraged to consider an optional green product offered by the Program, if applicable.

ii. Opt-Out Procedures

The following protocols describe the procedures for customer enrollment, opt-out, and opt-in of the Program. The protocols are designed to be consistent with the terms and conditions for ESCOs of the LDC. In the event of a conflict between these protocols and those terms and conditions, the LDC's terms and conditions shall govern.

Good Energy and participating municipalities will design an opt-out notice informing customers of the Program and their right to opt-out. Eligible Consumers will also receive an opt-out reply postcard that customers may submit to exercise their right to opt-out. The ESCO is responsible for printing and mailing the opt-out notice and the opt-out reply postcard to Eligible Consumers.

After approval by the Commission and execution of the ESA with an ESCO, the LDC will electronically transmit the name, and address of each Eligible Consumer to the CCA Administrator in order to facilitate the notification and opt-out requirements of the Program. Within five business days of receiving the customer contact information, the ESCO will mail the

opt-out notice and opt-out reply postcard to all Eligible Consumers within the participating municipality.

For a period of 30 days from the date of the postmark of the opt-out notice, Eligible Consumers may opt-out of the Program by mailing the opt-out reply postcard to the ESCO. After the initial 30 day period Eligible and Participating Consumers may also opt out by calling the ESCO's customer service number or following one of the other opt-out procedures described in this Section.

After the conclusion of the 30-day opt-out period, and once EDI testing is complete, the ESCO shall submit transactions to the LDC to enroll all Participating Consumers within the participating municipality that did not opt out, pursuant to this Section. Subject to the terms and conditions for ESCOs of the LDC, supply service will commence pursuant to each respective LDC's capabilities and tariff requirements and Section 5 of the UBP. A Participating Customer's actual start date in the Program may take up to 60 days from the date of enrollment.

Within five business days after submitting transactions to the LDC to enroll all Participating Consumers, the ESCO shall provide the participating municipality with the list of Eligible Consumers, with fields added for each customer indicating the date the opt-out notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the LDC, and if so the date.

If any opt-out notices are returned as undeliverable, the ESCO shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second opt-out notice is not returned, and if the customer does not opt out within 30 days from the date of the postmark of the second mailing, the ESCO shall submit an enrollment transaction for the customer no less than five business days after the conclusion of the 30-day opt-out period.

New Consumers are customers that become customers of the LDC after the date of the initial opt-out notice; for example, customers that moved into the participating municipality. When a New Consumer first moves into the participating municipality, the Eligible Consumer will be enrolled automatically in the Program upon initiation of electric distribution service, subject to the customer's prior right to opt-out of the Program as described in this Section below. To be clear, a New Consumer will not be enrolled in the Program unless they have first been provided with an opportunity to opt-out of the Program and have failed to opt-out by the end of the 30 day opt-out period. However, if the customer is moving from another service address within the service area of the LDC and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address.

The CCA Administrator will obtain information from the utilities and inform the ESCO of New Consumers. The ESCO shall mail an opt-out notice and reply postcard for all New Consumers no less than 30 days after receiving notice of such New Consumers from the LDC. New Consumers may opt-out of the Program by returning the reply postcard or by using any of the opt-out methods described in this Section.

Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the Program as follows: (1) by calling the ESCO's customer service number and requesting to opt out, in which case the ESCO shall submit a transaction to drop the customer to the LDC within one (1) business day; (2) by calling the ESCO and requesting to be returned to basic service, in which case the ESCO shall submit a transaction to drop the supplier transaction; or (3) by enrolling with an unrelated ESCO, in which case the unrelated ESCO shall submit a transaction to enroll the customer to the LDC.

The intent is that a customer that opts-out will no longer receive generation service through the Program as of: (1) the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction; or (2) the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

Customers not being served by the Program may opt in at any time. The opt-in procedure applies to the following customers: (1) customers that were once enrolled in the Program and opted out; and (2) customers that were not previously enrolled in the Program because they opted-out before being enrolled or were served by an ESCO at the inception of the program.

Prices for opt-in customers shall be at prevailing market rates at the time of the opt-in except that residential and small commercial customers who were served by an ESCO at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program. Unless this requirement is waived by the participating municipality, the end date of any opt-in contract shall be coterminous with end date of the ESA. The ESCO shall notify the participating municipality of all prices offered to opt-in customers.

Customers may opt in to the Program by calling the ESCO's customer service number and requesting to opt in. The ESCO shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the ESCO shall submit a transaction to enroll the customer to the LDC within five business days.

Prior to enrollment, Customers may elect an optional product, if applicable, by calling the ESCO's customer service number. The ESCO shall enroll customers making such an election in the optional product. Customers enrolled in the Program may elect an optional product, or a return to the standard product, by calling the ESCO's customer service number. Within five business days after a customer makes such an election, the ESCO shall submit a transaction to change supplier data to the LDC to make the change in the customer's rate option.

4. Local Contact Information

Each participating municipality will select and identify at least one local official or agency to work in coordination with Good Energy to administer the Program. These local contacts will be available to help answer customer questions and respond to customer complaints. The contact information for each participating municipalities' local official or agency is included in Exhibit 2 of the Implementation Plan. In addition, Good Energy will serve

as a liaison to help answer questions or respond to feedback from customers. Good Energy may be reached at the following toll free number: 866-955-2677 and email: nycca@goodenergy.com.

VI. Planned Schedule

Day	Action or Event
0	CCA Administrator requests aggregated customer data for a participating municipality from the LDC.
20	CCA Administrator receives aggregated customer data from the LDC.
21	Issue Request for Proposals (RFP) for ESCO.
51	Supply contract executed between municipality and ESCO.
52	ESCO notifies LDC to obtain eligible customer contact information; Broad-based educational campaign begins.
53	ESCO begins EDI testing with LDC.
55	CCA Administrator holds an additional public outreach meeting with residents.
57	ESCO receives eligible customer contact information from LDC.
83	ESCO completes EDI testing with LDC.
112	ESCO mails opt-out notice and pre-paid reply card to all eligible consumers.
113	30-day opt-out period begins on date of postmark.
115	Eligible consumers receive opt-out notice in the mail.
115-145	Consumers wishing to opt-out return pre-paid reply card to ESCO.
146	ESCO removes all eligible consumers who opt out from the eligible list.
147	ESCO sends "supplier enrolls customer" EDI for all participating consumers.
157	Service begins as of each customer's next meter read date

The planned schedule is presented for illustrative purposes. The final schedule will be established when each municipality completes its local approvals and gains Commission approval. Further, the final schedule will be coordinated with each respective LDC, as applicable, to ensure compliance and efficiency with their system capabilities and limitations.

VII. Conclusion

The Program meets all of the requirements of the CCA Order. Good Energy looks forward to the approval of this plan by the Commission so it may work with interested municipalities to launch the Program and bring the benefits of low cost energy, renewable power, and electricity choice to individuals and communities throughout New York State.

Exhibits

1. Local Approvals Packages
 - a. Certifications of Local Approval
 - b. Local CCA Marketing Plans
2. Opt-out Letters