

TROY CITY COUNCIL
GENERAL SERVICES COMMITTEE AGENDA
February 25, 2020
5:45 P.M.

Pledge of Allegiance
Roll Call
Presentation of Agenda
Public Forum

1. LED Streetlight Conversion Project
 - a. Status of National Grid buy-out
 - b. Potential for Pilot Program in areas where we already own the lights, or in partnership with National Grid before the buy-out is complete
 - c. Status of potential collaboration with the LRC (see attached their proposed work plan to help us study lighting options, paid for by NYSERDA)
 - d. Overall expected project timeline and goals

2. Plastic Free Hudson River Act Implementation
 - a. We are now more than half-way to the effective date of the Plastic Free Hudson River Act
 - b. Waiver process for companies who want to delay their implementation
 - c. Clear signage for companies to educate their customers on the straw and styrofoam requirements

3. Review of CCA Opt-out letter, implementation plan and outreach plan

New York State LED Streetlighting – Proposed Consulting Activity with the City of Troy
Lighting Research Center, Rensselaer Polytechnic Institute
Sponsor: New York State Energy Research and Development Authority
Draft for Discussion: August 21, 2019

The City of Troy is considering contracting with Siemens to replace their approximately 4,300 streetlights with light emitting diode (LED) luminaires. The City currently has a number of different streetlighting configurations in various neighborhoods including luminaires mounting on utility poles, as well as stand-alone post-top and high-mounted “cobra-head” type luminaires. The City administration wants to ensure that Siemens will select the optimal luminaires and application strategies for the various neighborhoods in the City, and has requested assistance from the Lighting Research Center (LRC) to conduct two small pilot installations and evaluations in neighborhoods with different streetlighting configurations to determine the best possible replacement strategies to implement throughout the City.

Following a meeting with Troy City Council members, Anasha Cummings and David Bissember the LRC proposes to carry out the following activities in consultation with the City and Siemens to assist them in identifying appropriate LED luminaires and application strategies to replace existing high intensity discharge (HID) luminaires on City streets.

1. Identify appropriate locations for two pilot test installations. The LRC will work with the City to identify two existing locations with different streetlighting configurations, where pilot tests could be carried out to assess alternatives LED luminaire replacement types and/or application strategies. The City will provide available documentation on the existing lighting in each of these locations. The LRC will visit each selected location to make nighttime light level measurements and document existing lighting in cooperation with the City. The LRC will conduct a survey of local residents in each location to obtain information about public perceptions of the existing lighting.
2. Technical analyses to identify promising alternatives. The LRC will perform photometric analyses using a number of different LED luminaires and application strategies to identify promising ones for providing adequate illumination in the two selected pilot test locations. The analyses will identify optimal geometric placement and will review a variety of factors to improve the visual appearance, visibility, and sense of safety and security of the installations. The LRC will use price information from the City or from suppliers to estimate initial and operating/maintenance costs.
3. Pilot test demonstration. Based on the analyses in Activity 2, the City will procure and install LED luminaires in the two pilot test locations. LRC researchers will make light level measurements and analyze survey data using the same questionnaire as in Activity 1, for each of the alternatives and provide the City with a summary report of all activities.

It is expected that Activities 1 and 2 could be completed within 2 months of approval to start, and Activity 3 could be completed within 2 months after installation of the LED luminaires.

**RESOLUTION ADOPTING COMMUNITY CHOICE AGGREGATION PROGRAM
EDUCATION AND OUTREACH PLAN AND CUSTOMER OPT-OUT LETTER**

A meeting of the City Council of the City of Troy, Rensselaer County, New York was convened in public session at the City Hall located at 433 River Street, Suite 5001, Troy, New York 12180 on March 5th, 2020 at 7 o'clock p.m.

WHEREAS, the City of Troy has established a Community Choice Aggregation (“CCA”) Program to aggregate the energy supply needs of residents and small commercial businesses, and to negotiate and enter into energy supply contracts with Energy Service Companies (“ESCOs”) on behalf of these citizens to obtain competitively priced energy, often at a fixed or predictable cost, as well as environmental benefits and opportunities to pursue community-based energy initiatives; and

WHEREAS, the City of Troy is required to adopt a community-specific plan for engaging in public education and outreach regarding the CCA Program in this community, as well as an opt-out letter on the City of Troy’s letterhead informing members of the public of their right to opt-out of the CCA Program, and providing a clear procedure for so doing; and

WHEREAS, these community-specific documents, once adopted, will be incorporated into the CCA Program Implementation Plan, to be administered by the CCA Administrator, as approved by the New York State Public Service Commission (“NYSPSC”), to ensure compliance with rules and regulations governing CCAs;

NOW, THEREFORE, BE IT RESOLVED that the City of Troy hereby adopts a public education and outreach plan and CCA opt-out letter;

AND BE IT FURTHER RESOLVED THAT, the plan and letter will be provided to the CCA Administrator and New York State Department of Public Service staff charged with reviewing on behalf of the NYSPSC, for incorporation into the CCA Program Implementation Plan.

Approved as to form, March , 2020

**COMMUNITY CHOICE
AGGREGATION:
IMPLEMENTATION PLAN**

VILLAGE, TOWN, CITY OF _____

**PARTICIPATING IN
NEW YORK
ENERGY BUYING GROUP NATIONAL GRID F**

MARCH 2020

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INTRODUCTION

Pursuant to the *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program* in Case 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued April 21, 2016) (“Order” or “CCA Order”), the New York State Public Service Commission (“NYSPSC”) has authorized the establishment of Community Choice Aggregation (CCA) programs by New York municipalities. CCA Programs will be allowed to aggregate electric supply, natural gas supply, or both, and to offer energy related value-added products and services for customers within their geographic territory. See *Order*, Appendix D: CCA Rules Summary ¶¶ 1, 4-6.

There are numerous benefits and opportunities available to municipalities and consumers through a CCA Program. While many large industrial and commercial consumers with dedicated energy procurement operations have been able to leverage their size and expertise to obtain lower energy rates, similar opportunities have not, until now, been available to individual residential and small commercial retail consumers, who are typically unable to obtain significant price reductions since they lack the same bargaining power, expertise, and the economies of scale enjoyed by larger consumers. Aggregation—the combining of multiple energy loads—augments the benefits of retail energy competition for consumers with lower energy usage by increasing their market power. In addition, competitive bids, evaluated by experts as part of CCA Programs, protect consumers from unscrupulous and opportunistic suppliers aiming to place them in unfavorable supply deals.

Three types of municipalities have been deemed eligible by the NYSPSC to create CCA Programs: villages, towns, and cities.¹ As stated in the Order, a municipality or a group of municipalities may engage the services of a Consultant to act as a CCA Administrator to complete any or all tasks with the aim of establishing a CCA Program. *Order*, ¶¶ 2-3. The Municipal Electric and Gas Alliance (“MEGA”) would be engaged to serve as a CCA Administrator to those municipalities looking to explore and adopt a local law authorizing CCA, both to aid in the creation of the CCA and the required public outreach and education related thereto, and to implement and administer the CCA once formed. The terms “MEGA” and “CCA Administrator” are used interchangeably throughout this document. The CCA Administrator will provide administrative services to municipalities on an individual basis or in groups.

¹ Under the Order, municipalities at the smallest level of government are authorized to create a CCA; counties are not eligible to create a CCA. See Order, Appendix D ¶ 1(a). This means that, where a Village is located within a Town, only the Village government may create a CCA for residents of the Village, while the Town may create a CCA only for residents of the Town who live outside Village limits. The Order does not preclude Towns and Villages from working in concert to form a CCA for all residents, so long as the appropriate legal steps are taken to adopt a CCA covering all residents. Nor does the Order prevent Counties from advocating for or offering assistance to local governments in forming CCAs, although a County itself is precluded from pursuing aggregation. Through this Implementation Plan and its CCA Administration Agreements with individual communities, MEGA intends to provide advice and assistance in creating CCA Programs which transcend the jurisdictional boundaries to which individual municipalities are constrained, and to facilitate and encourage cooperative relationships between and among the various levels of local government to create successful aggregations.

At this time, MEGA intends to divide groups of participating municipal CCAs into regionally based aggregation groups, which would be referred to as “Buying Groups” or “Aggregation Groups” a description of which will be included as Appendix A.²

The Municipalities seek to collectively aggregate the retail energy loads of eligible customers, as defined by the Order, and to solicit bids for the purchase of electricity, natural gas and/or energy related value-added products and services. MEGA, on behalf of the Aggregation Group, would solicit bids seeking competitive pricing, various contract terms, and options for increased volumes of renewable energy and other energy related value-added products and services, based upon the needs and priorities of participating municipalities. By taking advantage of a combined pool of eligible energy accounts, Municipalities have the potential to attract lower rates and the option of acquiring a cleaner power supply.

I. KEY TERMS

AUTOMATICALLY ELIGIBLE CUSTOMERS: shall mean those utility customer classes eligible for inclusion in the CCA Program on an opt-out basis, as set forth in the NYSPSC Order Authorizing CCAs, Appendix C, or as otherwise specified by the Commission. Generally, this class of customers includes those receiving residential electric or gas supply service, including those in multi-family housing, certain types of institutions, and some small commercial customers covered by “small general service” class designations.³ This shall not include customers who have already enrolled in service through an ESCO, customers enrolled in utility programs which require them to take supply service from their current utility, or customers who have a block on their utility account at the time of CCA formation⁴; those customers shall be eligible to participate on an opt-in basis, if they so desire.

ELIGIBLE CUSTOMERS: shall mean all automatically eligible customers plus those utility customers eligible for inclusion in the CCA Program on an opt-in basis, as set forth in the NYSPSC Order Authorizing CCAs or otherwise authorized by the Commission. Those customers eligible to participate in the CCA Program on an opt-in basis currently include: those customers already enrolled in service through an ESCO at the time of CCA formation, customers in large commercial, institutional, or industrial utility service classes that cannot be automatically enrolled in the CCA on an opt-out basis, and all other customers not considered “automatically eligible customers.” References to the broader class of “eligible customers” shall signify the entire pool of customers participating in the aggregation, either because they have been automatically enrolled on an opt-out basis, or because they have affirmatively opted in.

² This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

³ To the extent that Commission eligibility rules change in the future, such that this definition no longer accurately reflects CCA eligibility, the Commission’s rules will govern.

⁴ Except customers participating in the Affordability Assistance Program (“APP”), who may have blocks on their accounts with their existing utility, but who are still eligible to participate.

CCA ADMINISTRATOR: An agent of the municipality charged with overseeing creation, implementation and operation of a CCA Program, as well as negotiating Energy Supply Agreements with ESCOs. The CCA Administrator shall be retained by the municipality via a separate CCA Administration Agreement, adopted by Resolution.

COMMUNITY CHOICE AGGREGATION (CCA)/CCA PROGRAM: A Program authorized by the New York State Public Service Commission (NYSPSC) to aggregate residential and commercial electric and/or natural gas supply within a given municipality in order to leverage that energy demand to negotiate favorable Energy Supply Agreements directly with ESCOs. Customers within a CCA Program would no longer purchase their energy supply directly from their utility. However, the utility would generally continue to deliver energy to these customers, to charge for that delivery, and will retain its transmission and distribution network. The energy supply portion of a customer's energy service is provided by an ESCO or ESCOs, pursuant to an Energy Supply Agreement negotiated for the CCA Program at large, then delivered to customers via the local utility.

ENERGY SUPPLY AGREEMENT (ESA): An agreement between an energy customer and an Energy Services Company (ESCO) to provide electricity or gas service to the customer for a fixed or variable price.

ENERGY SERVICES COMPANY (ESCO): A third-party energy supplier eligible to sell electricity, natural gas and/or energy related value-added services to customers in New York State, utilizing the transmission and distribution systems of existing utilities. ESCOs are regulated by the New York State Department of Public Service and the New York State Public Service Commission, and must comply with the New York State Public Service Law.

MUNICIPALITY: At present, the Commission has authorized the formation of CCAs by Villages, Towns and Cities within the state, and not by Counties or other municipal subdivisions. Currently, formation of a CCA must happen at the lowest level of municipal government. For example, a Village within a Town would be responsible for aggregation of village customers, while the Town would be responsible for aggregation of town customers located outside the village. However, this does not preclude Villages, Towns and/or Cities from working together to form a CCA, hiring a common CCA Administrator, or entering into intermunicipal agreements for aggregation purposes.

UTILITY: In this plan, this term refers to traditional electric and/or natural gas utilities regulated by the New York State Department of Public Service and the New York State Public Service Commission and permitted to provide electric and/or gas supply, transmission and distribution services to all customers within their designated service territory.

II. PROCESS

To begin the process, Municipalities would execute the Community Choice Aggregation Administration Agreement (“CCA Administration Agreement” or “Agreement”) to retain the services of MEGA as CCA Administrator. Community-specific versions of this Agreement would be reviewed and, if necessary, revised, based on consultations with individual municipalities. Under this Agreement, MEGA would be responsible for advising and supporting the Municipalities on public outreach and education related to formation of the CCA, assisting with planning and implementing the CCA Program once it is adopted, soliciting bids for energy supply and selecting the energy supplier(s), and monitoring the program, once implemented, to assure that all contractual obligations are met by suppliers, and that NYSPSC regulatory compliance is attained at all times. Municipalities will be advised that, pursuant to the CCA Order, they are ultimately responsible for ensuring compliance with the Order and applicable law. *Order*, Appx. D, ¶ 3(b). As such, each municipality must designate a CCA Liaison, with whom MEGA will work closely to keep municipal officials informed and address any public concerns.

The CCA Administrator will customize Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan to fit the circumstances and needs of individual municipalities, such as the schedule and nature of public education and outreach activities. Once Municipalities adopt these community-specific Implementation Appendices, by resolution or in conjunction with the passage of the Local Law discussed below, they will be incorporated into this Implementation Plan. A Data Protection Plan (“DPP”) will also be adopted and, where community-specific modifications are necessary, customized for each Municipality. Once finalized, both the IP and DPP documents will be made available to eligible customers within each Municipality.

Prior to adoption of a Local Law creating a CCA, Municipalities will hold a public hearing, among other community specific avenues, in order to provide eligible customers a meaningful opportunity to hear and be heard regarding the details of the CCA Program. The CCA Administrator will address any concerns of the Participating municipalities through appendices to this IP, or in a revised IP and/or DPP.

The opt-out notice for the CCA Program shall be provided in advance to all eligible customers in each of the Municipalities according to the opt-out procedure developed by the CCA Administrator and outlined in Section III.F below. The opt-out notice and disclosures shall comply with the Order and all applicable rules and regulations of the NYSPSC and shall fully inform such eligible customers in advance that they have the right to opt-out of the CCA Program. The opt-out notice shall disclose all required information including but not limited to the rates, terms and conditions of the Program and the specific method to opt-out of the CCA Program. A sample opt-out letter is included as Appendix B; this letter will be customized for and adopted by each Municipality, and incorporated into this Implementation Plan.

In consultation with Municipalities, the CCA Administrator will prepare and negotiate one or more Energy Services Agreements (ESAs) on behalf of Municipalities with one or more supplier(s). Such Agreements are to determine the basic terms and conditions available to participating municipalities for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Service Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that participating municipalities will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement(s). The local electric or natural gas utility will continue to provide and service the delivery of the energy purchased by the energy supplier, as well as metering, repairs, and outage restoration services.

III. OPERATIONAL PLAN

A. Aggregation Services

1. Energy Services Company (ESCO): The CCA Administrator will use an experienced entity such as an ESCO to deliver energy supply services to participating municipalities. The ESCO shall provide adequate, accurate, and understandable pricing, terms and conditions of service, including but not limited to: no switching conditions where cancellation fees apply, the conditions under which an automatically eligible customer may opt-out without penalty, and any other terms required by law or regulation. The ESCO must provide the CCA Administrator, upon request, an electronic file containing the participating municipalities’ aggregate usage, charges for retail supply service and such other information reasonably requested by CCA Administrator, which will be handled in accordance with the DPP.
2. Database: The ESCO shall create and maintain a secure database of all participating CCA customers. The database will include the name, address, utility account number, and ESCO’s account number of each active CCA customer, and other pertinent information such as rate code, rider code (if applicable), most recent 12 months/billing cycles of usage and demand, and meter reading cycle. The database will be updated at least quarterly and will only be shared with MEGA in aggregate. Accordingly, the ESCO will develop and implement processes to accommodate customers who (i) leave the Aggregation Group due to relocation, opting-out, etc. (ii) decide to join the Aggregation Group, such as by terminating service previously provided via a direct consumer contract with an ESCO; (iii) relocate anywhere within the jurisdictional limits of the Municipality or the Aggregation Group’s geographic area, (iv) move into the Municipality and elect to join the Aggregation Group, or (v) are residents of a Municipality which has withdrawn from the Aggregation Group. This database shall also be capable of removing a customer who has duly opted-out of the CCA Program. The ESCO will use this database to perform audits for clerical and mathematical accuracy of participating customers’ energy supply bills. All customer information shall be handled in accordance with the DPP and any other applicable law or regulation.

3. Customer Education: The CCA Administrator shall develop and implement, with the assistance of the Municipality and the ESCO and as the CCA Administrator deems appropriate, an educational program that: generally explains the CCA Program to all eligible customers, provides updates and disclosures mandated by the Order and the applicable NYSPSC rules and regulations, and implements a process to allow any eligible customer the opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable eligible customers to make an informed choice(s) about their energy supply options. The Municipality will remain ultimately responsible for making certain that the CCA Program is deployed in compliance with legal requirements, that it serves the energy supply interests of its residents, and that consumer information is appropriately protected. Because education is critical to the success of CCA Programs, one of the Municipalities' responsibilities, as stated in the CCA Administration Agreement, is to endorse and promote the CCA Program to eligible customers. The education and outreach campaign will be tailored to each municipality, and will be provided to potential eligible customers over no less than a two-month period and over multiple communication platforms. The education and outreach campaign will minimally consist of the following means and activities, as appropriate to local circumstances, to raise awareness and educate the eligible customers on the benefits and procedures of the CCA:

- A. Informational community meetings
- B. Distribution and/or public posting of printed materials
- C. Town newsletters
- D. Web-based education
- E. Local newspaper articles
- F. Social media campaign (Facebook, Twitter, G+ Google, etc.)
- G. Education on municipal and community websites
- H. Educational water or tax bill inserts, where applicable
- I. Press releases distributed to local print and electronic media

Other educational and informational avenues that may be used are: informational videos, radio commercials, local cable TV, local radio shows, lawn signs, billboards, door hanger advertising and professional distribution services. Municipalities will be asked to provide input on and support the customization of public education and outreach techniques which best fit their community. A template supporting the customization of the public outreach plan is attached as Appendix C.

The New York State Energy Research and Development Authority (NYSERDA) is available to provide technical assistance to Municipalities and CCA Administrators in their development of CCA Programs, related outreach and education. *Order*, Appendix D ¶12. The CCA Administrator will evaluate such resources, and will avail itself of them if and when it becomes desirable.

4. **Customer Service:** The ESCO shall hire and maintain an adequate customer service staff and develop and administer a written customer service process that will accommodate customer inquiries and complaints about billing, and answer questions regarding the CCA Program in general. This process will include a description of how telephone inquiries will be handled, either internally or externally, with specific focus given to opt-out protocols.
5. **Billing:** The local utilities will provide a regular billing statement to each Participant which shall include the charges of the ESCO, and the ESCO shall not charge any additional administrative fee.⁵ The CCA Administrator is authorized to recover its administrative costs through a reasonable fee built into the per kWh or per therm rates for power or natural gas and assessed on customer bills. *Order*, Appendix D ¶ 28.
6. **Compliance Process:** Both the ESCO and the CCA Administrator shall develop internal controls and processes to ensure that each Municipality remains in good standing and that each Municipality and the CCA Program comply with the Order and all applicable NYSPSC rules, and regulations as they may be amended from time to time. It will be the ESCO's responsibility to deliver timely reports at the request of the CCA Administrator. Such reports will include (i) the number of customers in the CCA Program; (ii) a savings estimate or increase from the previous year's baseline; (iii) such other information reasonably requested by the CCA Administrator; (iv) comparison of customers' charge for the supply of energy from one designated period to another identified by the CCA Administrator. The CCA Administrator shall monitor and promptly notify the Municipalities of any changes in market conditions, law or regulatory conditions, including amendments to the Order or changes to any NYSPSC rules or regulations applicable to the CCA program. Likewise, the ESCO shall also develop a process to monitor and shall promptly notify the CCA Administrator in writing of any such changes of law or regulation applicable to the CCA Program. The CCA Administrator must submit annual reports to the NYSPSC which provide information requested in the Order, or otherwise required by NYSPSC rules or regulations. *Order*, Appendix D ¶ 38. At the request of the CCA Administrator, ESCOs and Municipalities will provide information necessary for the timely completion and submittal of these annual reports.
7. **Notification to Local Utilities:** The automatically eligible customers⁶ in each Municipality who do not opt-out of the CCA Program will be enrolled automatically in the CCA Program by an ESCO. Automatically eligible customers will not be asked to take affirmative steps to be included in the CCA. To the extent that local utilities require notification of participation, the ESCO shall provide such notice to the local utilities.

⁵ These billing statements will be provided in accordance with each utility's established practices, such as monthly, bi-monthly, or other periodic billing schedules.

⁶ For purposes of this provision, customers receiving service directly from an ESCO at the time of aggregation are not considered "automatically eligible customers" who would be automatically enrolled on an opt-out basis. Such customers are permitted to voluntarily join the CCA on an opt-in basis, but they will not be automatically enrolled in the CCA, in accordance with the Order.

The ESCO will inform the local utilities from time to time, through electronic means, of any new eligible customers who enroll in the Aggregation.

8. Solicitation of Bids: The process of soliciting bids for energy and related services and awarding of Energy Services Agreement(s) for the Aggregation Group, shall be conducted in the following manner:
 - A. The CCA Administrator, on behalf of the Aggregation Group, will solicit bids for energy supply and other related services, as allowed by the Order and in accordance with any specific terms or requirements established by the Aggregation Group in their CCA Administration Agreement, Local Law Authorizing CCAs, and/or community-specific implementation plans.
 - B. The CCA Administrator will request Aggregate Data, as defined by the NYSPSC, from the local utilities serving eligible customers in each municipality. This data, which will not include confidential customer information, will be provided to potential bidders when Invitations to Bid/Requests for Proposals are released seeking ESCOs to provide supply service to the Aggregation Group.
 - C. The CCA Administrator will prepare Invitations to Bid/Requests for Proposals pursuant to public bidding standards for electricity and/or natural gas supplies and energy related value-added products and services.
 - D. The CCA Administrator will analyze the RFP or bid responses and prepare a report resulting from such analysis for the Aggregation Group.
 - E. In consultation with the Aggregation Group, the CCA Administrator will prepare and negotiate one or more Energy Services Agreement(s) on behalf of Municipalities with one or more supplier(s). Such Agreement(s) are to determine the basic terms and conditions available to customers for electricity and/or natural gas supply, renewable or “green” power or energy related value-added products and services. Energy Services Agreement(s) shall set forth the overall terms and conditions of any program, and shall provide that eligible customers will have the ability to enter into contracts with the energy supplier(s) based on the terms of the Energy Services Agreement.
 - F. After the CCA Administrator has entered into and executed energy supply contracts with an ESCO, the CCA Administrator will request customer-specific customer contact information. The local utilities will provide the customer-specific data directly to the ESCO in order to mail opt-out notices to automatically eligible customers. All customer-specific data will be handled and protected in accordance with the DPP and relevant regulations, laws, and NYSPSC Orders, as well as in accordance with the relevant Data Security Agreements (a.k.a. Data Protection Plans) put in place by and entered into with affected utilities. *See Order* at 51.

- G. The CCA Administrator will provide opt-out notifications to the automatically eligible customers on municipal letterhead and envelopes. The opt-out period will be 30-days as per the CCA Order. The opt-out letter will be filed with the NYSPSC by the CCA Administrator at least 5 days prior to when the CCA Administrator intends to send them. A sample opt-out letter is included as Appendix B. This letter will be tailored to each community's circumstances, adopted by the participating Municipality, and incorporated into this Implementation Plan.
- H. The selected ESCO shall allow customers to opt-out and return to local utility service any time prior to the end of the third billing cycle, after the enrollment, without an early termination fee. The CCA Administrator will ensure this provision is included in any Energy Services Agreement signed for the provision of supply service to the Aggregation Group.

B. Energy Services Agreement (ESA)

The CCA Administrator, on behalf of the Municipalities in the Aggregation Group, and the selected ESCO shall duly execute and enter into an Energy Services Agreement (ESA) to serve the Aggregation Group.

At least 120 days prior to the expiration of any ESA, the CCA Administrator shall, after consulting with the Aggregation Group, begin developing a new round of RFPs for the next contract period, making any necessary alterations of contract terms or expansions of the CCA Program to be covered by the subsequent ESA(s), and pursuing new or renewed ESAs to provide service upon the expiration of the current ESA.

The ESA shall include a commitment by the ESCO to refrain from contacting customers directly with solicitations or offers unrelated to that customer's CCA participation or contracted-for energy supply. ESCOs will not be permitted to sell customer contact information to third parties for commercial or advertising purposes. However, this provision will not preclude the ESCO from—and should, in fact, encourage ESCO participation in—outreach efforts by the CCA Administrator and Municipality to inform customers of new initiatives or offerings associated with the CCA, such as additional green energy options or upcoming CCA milestones.

C. Energy Services Company Requirements

The Energy Services Agreement shall require the ESCO to satisfy each of the following requirements:

1. Have sufficient sources of energy to provide retail firm energy to the Aggregation Group.
2. Maintain a license as a Federal Power Marketer with the Federal Energy Regulatory Commission.
3. Maintain licenses or certifications required by State of New York in order to operate as an energy services company.

4. Comply with the necessary local utility requirements to operate as an ESCO.
5. Maintain a Service Agreement for Network Integration Transmission Service under the Open Access Transmission Tariff.
6. Maintain the necessary corporate structure to sell retail firm energy to the customers of the Aggregation Group.
7. Maintain an Electronic Data Interchange (EDI) computer network, or accepted standard, that is fully functional at all times and capable of handling the customers in the Aggregation Group.
8. Maintain the marketing ability to reach all customers of the Aggregation Group to educate them on the terms of the CCA Program.
9. Maintain a staffed call center capable of handling calls from the customers of the Aggregation Group.
10. Maintain a local or toll-free telephone number for customer service and complaints related to each Municipality's CCA Program.
11. The ESCO serving customers in the Aggregation Group will be required to disclose in the Energy Services Agreement any subcontractors that it uses in fulfillment of the services described above.
12. Agree in a binding written agreement with the CCA Administrator, on behalf of each Municipality, to hold each Municipality financially harmless from any and all financial obligations arising from supplying power to the Aggregation Group.
13. Satisfy the credit requirements of the Municipality.
14. Have the binding authority (to the satisfaction of legal counsel) to execute the Energy Services Agreement with the CCA Administrator, on behalf of each Municipality, and be fully bound by all of its terms and conditions.
15. Assist the CCA Administrator in filing all reports required by the Order, and any applicable NYS PSC law, rule or regulation, as may be amended from time to time.
16. Assist the CCA Administrator in developing and sustaining needed outreach and educational efforts.
17. Comply with all applicable laws and regulations of the State of New York and any applicable provisions of the local law which address CCA Programs and ESAs.

D. Activation of Service

After a notice is mailed to all automatically eligible customers in each Municipality, providing an opportunity to opt-out of the CCA Program within 30 days, all eligible customers who do not opt-out in writing, or by using another accepted opt-out method, will be automatically enrolled in the CCA Program. Other eligible customers, including those who cannot be automatically enrolled on an opt-out basis, will be enrolled individually after affirmatively opting in. Customer enrollment with the ESCO will occur thereafter without further action by the customer on terms set forth in the Energy Services Agreement and according to the retail tariffs of the local utility.

E. Changes, Extension, Renewal, or Termination of Service

The Energy Services Agreement with the ESCO will specify when service shall begin and end. If the Energy Services Agreement is extended or renewed, Municipalities and/or customers will be notified as to any change in rates or service conditions and other information required by law. The CCA Administrator will provide to the NYSPSC in a report its plans for negotiating any CCA extensions, or termination of a CCA program a minimum of 120 days before expiration of existing CCA program.

F. Opt-Out Procedures

Automatically eligible customers from each Municipality may opt-out of the CCA Program at any time during the opt-out period without penalty. Automatically eligible customers who opt-out of the CCA will not be switched from their current utility. As required by the Order, it shall be the duty of each Municipality, in cooperation with the CCA Administrator, to fully inform their automatically eligible customers in advance that they have the right to opt-out of the CCA Program.

G. Opt-In Procedures

Other eligible customers in each Municipality may request to join the Aggregation Group after the expiration of any enrollment period by contacting the ESCO, who shall accept them into the CCA Program. The acceptance of larger commercial or industrial customers into the CCA on an opt-in basis will be determined for each Aggregation Group by the CCA Administrator based on added value to eligible CCA Program Participants. This will be subject to terms and conditions mutually agreed upon in the Energy Services Agreement. The agreed-upon terms and conditions shall be consistent with the local utility's supplier enrollment requirements. Customers in the Aggregation Group who move from one location to another within the jurisdictional limits of each Municipality shall continue as a customer of the Aggregation Group, but may have to contact the ESCO to resume service once a new account has been established at the new address. If any termination fees exist, termination fees shall not be assessed to customers who cancel their CCA service as a result of moving out of the premises or the municipality served.

H. New Accounts

ESCO shall facilitate the addition of new customer accounts to the CCA Program during the term of the Energy Services Agreement. Eligible customers wishing to opt-in to the CCA Program may contact the ESCO to obtain enrollment information. After the initial opt-out period is completed, CCA Administrator and the ESCO may establish protocols and procedures to hold additional opt-out processes for eligible new residential and small commercial accounts that were not mailed opt-out notices in earlier opt-out rounds within the term of the ongoing CCA Program. Any new eligible residential and small commercial accounts shall be able to enroll in the CCA Program under the same terms, conditions, and pricing as accounts that were initially enrolled during the first opt-out round. However, such newly enrolled accounts will only have the ability to participate in the ongoing CCA Program for the remaining length of the contract term of the Energy Services Agreement with the ESCO.

IV. REPORTING

The CCA Administrator will file an annual report with the Secretary by March 31 of each year, as required by NYSPSC rules. The annual report will cover the previous calendar year. The data in the annual report will include, but not be limited to:

1. Number of customers enrolled
2. Number of customers who cancelled their supply from the CCA Program, during the year
3. Number of complaints received by the CCA liaison
4. The rate paid for energy supply (commodity)
5. Value - added services provided during the year
6. Number of customers who opted-out in response to the initial opt-out letter(s)
7. Plans for soliciting a new CCA contract, negotiating an extension, or ending a CCA program -- if a CCA supply contract is scheduled to expire less than one year following the filing of the annual report

V. MISCELLANEOUS GOVERNANCE GUIDELINES

The Municipalities in the Aggregation Group shall approve, by resolution passed by majority vote and/or in conjunction with the adoption of a Local Law authorizing creation of a CCA, a community-specific version of Appendix B (Opt-Out Letter) and Appendix C (Education and Outreach Plan) to this Implementation Plan. Once adopted, these community-specific Appendices shall be incorporated into the Implementation Plan and updated, where appropriate, to reflect local circumstances and needs.

Municipalities will also be asked to review and, if applicable, suggest community-specific revisions to the DPP.

VI. LIABILITY

THE MUNICIPALITIES IN THE AGGREGATION GROUP SHALL NOT BE LIABLE TO CUSTOMERS FOR ANY CLAIMS, HOWEVER STYLED, ARISING OUT OF THE CCA PROGRAM OR THE PROVISION OF AGGREGATION SERVICES BY EACH MUNICIPALITY. CUSTOMERS IN THE AGGREGATION GROUP SHALL ASSERT ANY SUCH CLAIMS SOLELY AGAINST THE ESCO PURSUANT TO THE ENERGY SERVICES AGREEMENT, UNDER WHICH SUCH PARTICIPANTS ARE EXPRESS THIRD-PARTY BENEFICIARIES.

VII. INFORMATION AND COMPLAINT NUMBER

1. Copies of this Plan, the DPP, and any community-specific Appendices shall be available from each Municipality in the Aggregation Group free of charge and/or posted on the Municipality's website.
2. Customers of the CCA Program may call the CCA Administrator at 518-533-5399 to request information or register complaints.

APPENDIX A: GEOGRAPHIC EXTENT OF NEW YORK ENERGY BUYING GROUP NATIONAL GRID F

Buying groups are aggregations of municipalities sharing the same utility territory and New York State Independent System Operator load zone.

This Appendix is meant to be a dynamic document, and will be updated periodically as the Municipalities seeking to form CCAs complete the process of enacting the Local Laws and approvals necessary to participate in this program.

Municipality	Date of Submission	Date of Approval

APPENDIX B: SAMPLE OPT-OUT LETTER (ON MUNICIPALITY LETTERHEAD AND ENVELOPE)

[MONTH XX], 2020

Dear Residential or Small Business Customer:

New rules in New York State allow the City/Town/Village of [MUNICIPALITY] to develop a Community Choice Aggregation (CCA) Program where you and your neighbors increase your individual buying power through a group purchase of electricity. The City/Town/Village of [MUNICIPALITY] is able to offer residents and small businesses [100% renewable] electricity at competitive and stable rates.

As an eligible Participant, you can easily take advantage of this opportunity. Your electric account will be transitioned to the CCA Program, unless you opt-out by [MONTH XX], 2020. There are *no enrollment or switching fees* and your new electricity fixed rate will be **\$0.0XXX/kWh** through [MONTH 202X].

National Grid, your local utility, will still be responsible for your electricity delivery, general maintenance and response to power outages. You will still receive one bill and pay National Grid, you can still take advantage of budget billing, and you can participate in the CCA if you have rooftop or community solar.

With the support of MEGA, the Municipal Electric and Gas Alliance, our community has joined a CCA with [XX] others in our region. Through the power of aggregation and a competitive bidding process, [ESCO], was selected to replace National Grid as your default supplier of electricity.

[ESCO] is able to offer our community [100% renewable] electric supply at a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X].

	National Grid Average Price*	CCA 100% Renewable Fixed-Rate Price	CCA Grid Mix Fixed-Rate Price (Opt-down)
Residential	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh
Small Commercial	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh

*National Grid’s price is the average supply cost for the past XX months [MONTH 201X through MONTH 202X]

When you participate in the City/Town/Village of [MUNICIPALITY’s] CCA there are:

- ***No Rate Increases for Term of Contract through [MONTH 202X]***
- ***No Changes in Billing or Service Delivery***
- ***No Fee to Leave the CCA Program at Any Time***

More information on back

CCA Enrollment Information

After your enrollment is finalized, you will receive a notification from National Grid confirming your enrollment with [ESCO] as your new electric supplier. National Grid is required by law to inform you of your option to rescind your enrollment (not participate in the CCA) with adequate notice prior to the scheduled switch. However, if you want to participate, no action on your part is required.

How to Opt-Out

If you do not wish to participate in the City/Town/Village of [MUNICIPALITY's] CCA Program, you must opt-out by [MONTH XX, 202X].

If you wish to opt-out, choose 1 of 3 easy ways:

1. Mail: return the enclosed opt out card with pre-paid envelope
2. Phone: call [ESCO] at XXX-XXX-XXXX
3. Web: visit www.XXXXXX.com

No Penalties or Fees

No penalties or fees will be charged to you for opting out of the Program. No penalties or fees will be charged if you move before the contract expires. No penalties or fees will be charged if you leave the Program after the opt-out period ends.

If you wish to purchase traditional grid mix [100% renewable] electricity you can opt-down [up] into a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X]. You can opt-down [up] at any time by calling [ESCO] at XXX-XXX-XXXX.

If you wish to access the benefits of budget billing please contact [ESCO] at XXX-XXX-XXXX.

If you have any questions, please refer to the enclosed Frequently Asked Questions document, contact [ESCO] toll-free at XXX-XXX-XXXX or visit megacca.org.

Representatives are available 24 hours a day, 7 days a week to answer any questions you may have.

Sincerely,

Supervisor/Mayor
City/Town/Village of [MUNICIPALITY]

APPENDIX C: DETAILS OF THE _____ EDUCATION AND OUTREACH PLAN

The goal of the CCA Education and Outreach Plan is to ensure that residents in your community understand the CCA process and benefits of the CCA Program with specific focus on their opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable residents to make informed choices about their energy supply options. A minimum of one informational community meeting is required, this meeting can occur in association with a formal public hearing (required before passage of a local law)

In consideration of the different constituencies within the community (e.g. seniors, young families) we plan to undertake the following actions, with the support of MEGA, over a minimum of two months, to raise awareness and educate on CCA:

Informational Community Meeting (Public Hearing REQUIRED)

	Date/Time of Meeting	Meeting Location	Attendance
Meeting One			
Meeting Two			
Meeting Three			
Public Hearing			

Printed Materials

	Date	Item Type	Notes
Item One			
Item Two			
Item Three			
Item Four			

Information in water or tax bills

	Date	Item Type	Notes
Insert One			

Web-based Education

Materials Posted on Municipal and/or Community Websites

	Date	Item	Website URL	Notes
Site One				
Site Two				

Press

Local Newspaper Articles/Press Releases

	Date	Paper Name	Topic	Notes
One				
Two				
Three				
Four				

Other

	Date	Description
One		
Two		

Review of all materials will be the responsibility of our municipal CCA Liaison:

(Name)

(Title)

(Office Phone)

(Secondary Phone Number)

(E-mail)

APPENDIX B: SAMPLE OPT-OUT LETTER (ON MUNICIPALITY LETTERHEAD AND ENVELOPE)

[MONTH XX], 2020

Dear Residential or Small Business Customer:

New rules in New York State allow the City of Troy to develop a Community Choice Aggregation (CCA) Program where you and your neighbors increase your individual buying power through a group purchase of electricity. The City of Troy is able to offer residents and small businesses [100% renewable] electricity at competitive and stable rates.

As an eligible Participant, you can easily take advantage of this opportunity. Your electric account will be transitioned to the CCA Program, unless you opt-out by [MONTH XX], 2020. There are no enrollment or switching fees and your new electricity fixed rate will be **\$0.0XXX/kWh** through [MONTH 202X].

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[ESCO] is able to offer our community [100% renewable] electric supply at a fixed rate of **\$0.0XXX/kWh** for a period of XX months. With a fixed rate, you will pay the same price per kilowatt hour each month through [MONTH 202X].

	National Grid Average Price*	CCA 100% Renewable Fixed-Rate Price	CCA Grid Mix Fixed-Rate Price (Opt-down)
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Small Commercial	\$0.0XXX/kWh	\$0.0XXX/kWh	\$0.0XXX/kWh

*National Grid's price is the average supply cost for the past XX months [MONTH 201X through MONTH 202X]

When you participate in the City of Troy's CCA there are:

- ***No Rate Increases for Term of Contract through [MONTH 202X]***
- ***No Changes in Billing or Service Delivery***
- ***No Fee to Leave the CCA Program at Any Time***

More information on back

CCA Enrollment Information

After your enrollment is finalized, you will receive a notification from National Grid confirming your enrollment with [ESCO] as your new electric supplier. National Grid is required by law to inform you of your option to rescind your enrollment (not participate in the CCA) with adequate notice prior to the scheduled switch. However, if you want to participate, no action on your part is required.

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3. Web: visit www.XXXXXX.com

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If you wish to access the benefits of budget billing please contact [ESCO] at XXX-XXX-XXXX.

If you have any questions, please refer to the enclosed Frequently Asked Questions document, contact [ESCO] toll-free at XXX-XXX-XXXX or visit megacca.org.

Representatives are available 24 hours a day, 7 days a week to answer any questions you may have.

Sincerely,

Mayor Patrick Madden
City of Troy

APPENDIX C: DETAILS OF THE CITY OF TROY EDUCATION AND OUTREACH PLAN

The goal of the CCA Education and Outreach Plan is to ensure that residents in your community understand the CCA process and benefits of the CCA Program with specific focus on their opportunity to opt-out of the CCA Program. The fundamental goal of CCA education and outreach is to enable residents to make informed choices about their energy supply options. A minimum of one informational community meeting is required, this meeting can occur in association with a formal public hearing (required before passage of a local law)

In consideration of the different constituencies within the community (e.g. seniors, young families) we plan to undertake the following actions, with the support of MEGA, over a minimum of two months, to raise awareness and educate on CCA:

□ **Informational Community Meeting (Public Hearing REQUIRED)**

	Date/Time of Meeting	Meeting Location	Attendance
Meeting One	February 11 th 6pm	Osgood Neighborhood Association (392 2 nd Street)	
Meeting Two	February 11 th 7pm	Lansingburgh Neighborhood Association (Boys & Girls Club)	
Meeting Three	March 2 nd 6:30-7:30pm	Troy Public Library (100 Second Street)	
Public Hearing			
Public Hearing			
Public Hearing			

□ **Printed Materials**

	Date	Item Type	Notes
Item One		4 X 8 banner	
Item Two		Flyers at libraries	
Item Three	Feb 15 th & 22 nd 9am -1pm	CCA Flyers at table at Farmers' Market	

□ **Web-based Education**

□ *Materials Posted on Municipal and/or Community Websites*

	Date	Item	Website URL	Notes
Site One	1/24/20	CCA info on municipal website	https://www.troyny.gov/government/local-laws-plans-charter/mega-cca-residential-electricity-program/	
Site Two		Advertise CCA Sessions	https://www.wamc.org/community-calendar	
Site Three		City Facebook Page		

□ **Press**

□ *Local Newspaper Articles/Press Releases*

	Date	Paper Name	Topic	Notes
One		Troy Record		
Two		Times Union		
Three		CBS/WRGB		
Four		NBC/WNYT		
Five		ABC/WTEN		
Six		Spectrum		
Seven		WAMC		
Eight		Talk 1300		

□ **Other**

	Date	Description
One	1/20-2/14 & 10/30-11/26	Radio spots on PYX 106 and 99.5 the River
Two	1/22	Radio interview; 105.3 Sanctuary for Independent Media
Three	11/16	½ page ad in Renewable Energy & Sustainability Fair Program at Sage College
Four		WAMC-goal is roundtable participation

Review of all materials will be the responsibility of our municipal CCA Liaison:

James Rath
 City of Troy, Assistant Planner
 518.279.7169
 james.rath@troyny.gov