

**TROY CITY COUNCIL
FINANCE COMMITTEE AGENDA
March 5, 2020
6:45 P.M.**

Pledge of Allegiance
Roll Call
Approval of Minutes
Presentation of Agenda
Public Forum

LOCAL LAWS

1. A Local Law To Add A Section To The General Law Of The City Of Troy, Authorizing The Creation Of A Community Choice Aggregation Program, And Adopting Certain Provisions To Facilitate Program Implementation (Council Member Cummings, Council President Mantello, Council Member Zalewski)

ORDINANCES

20. Ordinance Transferring Funds Within The 2020 General Fund Budget (Council President Mantello) (At The Request Of The Administration)

21. Ordinance Amending The Code Of The City Of Troy: Chapter 270, "Vehicles And Traffic", Section 270-13, "Stopping, Standing And Parking Restrictions"; And Section 270-26, "Schedule Of Penalties For Traffic Offenses" (Council Member Ashe-McPherson)

RESOLUTIONS

31. Resolution Adopting Community Choice Aggregation Program Education And Outreach Plan And Customer Opt-Out Letter (Council Member Cummings, Council President Mantello, Council Member Zalewski)

32. Resolution Of The City Of Troy, New York Authorizing The Negotiation, Execution And Delivery Of Lease/Purchase Agreements To Finance The Purchase Of Apparatus For Fighting Fires, Including But Not Limited To Fire Fighters' Turnout Gear (Council President Mantello) (At The Request Of The Administration)

33. Resolution Amending Resolution #72 Of 2019 (Council President Mantello, Council Member Zalewski) (At The Request Of The Administration)

**A LOCAL LAW TO ADD A SECTION TO THE GENERAL LAW OF THE CITY OF
TROY, AUTHORIZING THE CREATION OF A COMMUNITY CHOICE
AGGREGATION PROGRAM, AND ADOPTING CERTAIN PROVISIONS TO
FACILITATE PROGRAM IMPLEMENTATION.**

Be it enacted by the City Council of the City of Troy as follows:

Section 1. Purpose and Intent

It is the intent of the City of Troy to establish a Community Choice Aggregation (“CCA”) Program to aggregate the energy supply needs of residents [and small commercial customers], and to negotiate and enter into, or authorize its agent to negotiate and enter into, Energy Supply Agreements (“ESAs”) with Energy Service Companies (“ESCOs”) on behalf of eligible citizens to obtain stable, lower-cost energy prices, as well as environmental benefits and/or a community-based solution to meeting our collective energy needs. The purpose of this Local Law is two-fold: to establish a CCA Program in the City of Troy and to adopt certain provisions relating to the creation and implementation of the CCA Program.

Section 2. Findings

- A. New York State’s energy industry is in the midst of a significant transition; a shift away from the old top-down, utility-centered model toward a cleaner, more affordable, more resilient system in which consumers and communities will have a substantial role to play. The State’s ongoing Reforming the Energy Vision (“REV”) initiative emphasizes the importance of reliability and grid-resilience, distributed energy resources, increased renewable generation, and greater opportunity for citizens to take an active role in helping the State reach its energy goals and in making more informed energy choices in their homes, businesses and communities.
- B. As part of this REV initiative, the New York State Public Service Commission (“NYSPSC”), on April 21, 2016, adopted an Order authorizing cities, towns and villages within the State to create Community Choice Aggregation Programs, by themselves or in concert with other municipalities (hereinafter “NYSPSC Order Authorizing CCAs”), and/or to retain a CCA Administrator to implement the program and negotiate ESAs.
- C. CCA Programs allow communities to take control of their energy supply through an open, transparent and competitive electric and/or gas supply procurement process driven by the consumers themselves.
- D. A successful CCA Program offers citizens cost savings, more stable energy prices, deterrence of deceptive marketing practices by unscrupulous ESCOs, fair contracts negotiated directly with energy suppliers, and/or the opportunity to pursue goals and initiatives important to the community, such as reliability, grid resiliency, supporting renewable energy generation, cutting greenhouse gas emissions, protecting the State’s natural resources, and improving energy efficiency.

- E. The City of Troy has explored the CCA policy and background, and believes it would provide numerous benefits in this community, enhancing the public welfare and making energy more affordable and costs more predictable for our residents.
- F. Therefore, the City of Troy authorizes the creation of an opt-out CCA Program pursuant to rules of the NYSPSC in this community for the provision of electric and/or natural gas supply service, as well as other high priority energy related value-added services as may be determined to meet the community's goals.

Section 3. Authority

The NYSPSC Order Authorizing CCAs expressly empowers cities, towns and villages in this state to create CCA Programs. Further, the New York Municipal Home Rule Law, Article 2, Section 10, authorizes a municipality to adopt general laws relating to its property, affairs and government, the protection and enhancement of its physical and visual environment, the protection and well-being of persons within the municipality, and for other authorized purposes.

Section 4. Definitions

AUTOMATICALLY ELIGIBLE CUSTOMERS: shall mean customers' accounts in those utility service 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, these classes of customers include 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. Automatically Eligible Customers shall not include customers' accounts that have already been enrolled in service through an ESCO, enrolled in utility programs which require them to take supply service from their current utility, or that have a block on their utility account at the time of CCA formation¹; those customers' accounts 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

¹ Except Assistance Program Participants ("APPs"), customers enrolled in utility low-income assistance programs who may have blocks on their accounts with their existing utility, but who may still be eligible to participate.

automatically enrolled on an opt-out basis, or because they have affirmatively opted in.

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

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 and/or energy related value-added products and services within a given municipality, and/or among multiple municipalities, 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 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 competitively procured and 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. For purposes of this Local Law, the CCA Administrator would conduct a competitive procurement on behalf of all eligible customers, and would enter into an Energy Service Agreement(s) with an ESCO to provide power to all such customers in the community.

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: Reference to these terms throughout this Local Law indicate the City of Troy, unless otherwise noted.

UTILITY: 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. For purposes of this Local Law, the term Utility will refer to NIAGARA MOHAWK POWER CORPORATION d/b/a NATIONAL GRID.

Section 5. Establishing Community Choice Aggregation

City of Troy hereby establishes a CCA Program for aggregation of electric and/or natural gas supply to serve all eligible customers in its jurisdiction. All automatically eligible customers shall be included in the CCA Program on an opt-out basis, and shall be afforded the opportunity to opt-out of the CCA Program, within a specified period, at no cost. All customers who are not automatically eligible to be included in the CCA Program on an opt-out basis shall be permitted to affirmatively opt into the program in accordance with the terms of the ESA and/or the NYS PSC Order Authorizing CCAs.

Section 6. Community Choice Aggregation Oversight Board established.

There is hereby created a City of Troy Community Choice Aggregation Oversight Board (hereinafter referred to as the “CCA Oversight Board”) for the purposes of overseeing the CCA program and general implementation.

Part A Scope of Authority and Duties of CCA Oversight Board.

CCA Oversight board shall:

1. Review and approve the selection of the CCA Administrator, the implementation plan, the education and outreach plan, selection of the ESCO, any and all contracts and supplemental changes to any contracts and plans as provided in this chapter.
2. Receive timely notices of all proposed actions, plans, changes, and updates relating to the CCA Program.
3. Together with the CCA Administrator create and follow a Customer Data Protection Plan.
4. Meet at a minimum of quarterly to receive an update on the CCA from the CCA administrator and report back to the City Council and the Mayor.
5. Perform general oversight of the CCA program and public outreach of the CCA program and the CCA administrator.
6. The board must submit a report 6 months after the initial implementation of the program and thereafter annually to the City Council and Mayor.

Part B Membership of the CCA Oversight Board.

1. The membership of the CCA Oversight Board shall consist of five (5) members comprised of: Two (2) Members of the City Council selected by the President and President Pro Tem, the Chair of the Joint Task force on Sustainability and Climate Smart Practices in Community Planning or his or her designee, the Commissioner of Planning and Economic Development or his or her designee, and a Mayoral appointee who is a resident of the City of Troy.
2. The Chairperson of this committee shall be chosen amongst the membership by a majority vote.

Section 7. Provisions for Implementing CCA Program

Part A. Implementation Plan

1. The City of Troy, with support from its CCA Administrator, will create and follow a CCA Implementation Plan which shall outline the details of how the CCA Program will be created and operated, including how public outreach and education will occur, what rules will apply to the Program, how the procurement process will be implemented, how energy contracts will be selected, and how responsibilities will be divided amongst CCA Administrator, municipality, and eligible customers.
2. In accordance with the NYSPSC Order Authorizing CCAs, the CCA Implementation Plan will be reviewed and approved by the Public Service Commission. Such review may involve NYSPSC approval of a generic CCA Implementation Plan, with the understanding that community-specific Appendices would be submitted later and would outline appropriately tailored local education and outreach efforts.
3. Where a generic CCA Implementation Plan will be used, the City of Troy and the CCA Administrator will make community-specific revisions to the Plan's Appendices to ensure the Plan is properly tailored to the needs of the City of Troy's residents. Therefore, prior to or in conjunction with the enactment of this Local Law, and thereafter from time to time, the City of Troy, with support from the CCA Administrator, will create and update a CCA Program Opt-Out Letter, as well as an Education and Outreach Plan, as provided in the Implementation Plan Appendix for this community.
4. The City of Troy Opt-Out Letter and Education and Outreach Plan shall conform to those requirements for public outreach, education, and opt-out procedures set forth in the NYSPSC Order Authorizing CCAs, and in any other applicable laws or regulations, and shall ensure that the City of Troy and its CCA Administrator engage in a robust effort to educate and inform the community about the CCA Program and their options for participating or opting out.
5. Opt-out letters will be provided to all automatically eligible customers no less than 30 days prior to the time at which those customers would be automatically enrolled in the CCA Program. The letters will be printed on the City of Troy letterhead, in official City of Troy envelopes. The logo of the CCA Administrator and selected ESCO may also be included on these letters, so long as it is clear that the letter is official correspondence from the City of Troy.

Part B. Public Outreach and Education

1. The City of Troy, together with its CCA Administrator, will provide public notices, presentations, information sheets, and other forms of outreach, as outlined in the Appendix of the Implementation Plan, to ensure residents are informed about the CCA Program and their options for participating or opting out.
2. Once the CCA Program is operating, the City of Troy and its CCA Administrator will continue to engage in public outreach to keep CCA customers informed about any changes to the CCA Program; opportunities for new products or services available through the CCA Program, such as renewable energy buying options; important terms and durations of ESAs; information about the selected ESCOs; and any other matters related to the CCA Program.

Part C. Customers Moving into or out of the Community After CCA Adoption

Residents and small commercial customers who establish utility accounts in this community after the effective date of this Local Law shall be afforded the opportunity to join the CCA Program within a reasonable time after their utility account is established, in accordance with contractual agreements between the CCA Administrator any ESCO(s) providing service to the Program.

Part D. Customer Data Protection

The City of Troy, or its CCA Administrator, will create and follow a Customer Data Protection Plan which ensures that any confidential or sensitive personal customer information provided by the utility to the City of Troy, its CCA Administrator, and/or the selected ESCO(s), will be given all privacy protections required by law and regulation, and protected from unauthorized release or use to the greatest extent possible. This Customer Data Protection Plan will ensure that the CCA Program and any selected ESCO(s) handle all confidential or sensitive customer data in keeping those customer data protections already afforded by Utility prior to the enactment of this Local Law.

This Plan will also ensure that CCA customer data, such as contact information, is not used for inappropriate purposes, such as solicitation of business unrelated to the CCA Program, its goals and objectives.

Section 8. CCA Administrator

Part A. CCA Administration Agreement

The City of Troy will enter into a CCA Administration Agreement with its CCA Administrator. Such agreement will set forth the various rights and responsibilities of the parties, and will govern the manner in which the CCA Program is run. This Agreement shall also authorize the CCA Administrator to act as the City of Troy's agent for the purpose of procuring energy supply or other energy related value-added services for CCA Program eligible customers.

Part B. Customer Service, Complaints

The CCA Administrator will provide the City of Troy with clear, up-to-date contact information for customer questions, concerns or complaints. The CCA Administrator shall, from time to time, and/or at the request of the Troy City Council, report to the City of Troy regarding customer service matters.

Section 9. Compliance with Public Service Law and Regulations

In accordance with the NYSPSC Order Authorizing CCAs, it shall be the responsibility of the City of Troy, supported by any CCA Administrator that may be under contract, to ensure the CCA Program is operated in compliance with all applicable provisions of the New York State Public Service Law, regulations of the New York State Public Service Commission and/or the New York State Department of Public Service, the Uniform Business Practices (to the extent applicable), the NYSPSC Order Authorizing CCAs and any other relevant laws or regulations. This provision applies regardless of whether a CCA Administrator is retained to organize and implement the City of Troy's CCA Program. This shall include, but not be limited to, compliance with any reporting requirements related to the CCA Program.

Section 10. Review and/or Dissolution of the CCA Program

- A. The City of Troy will, from time to time, review the CCA Program and its progress to determine how the program is faring, confirm it is affording benefits to the community, and provide information to the public thereon.
- B. As the expiration of its ESA(s) approaches, or in the event an ESCO provides notice of its intention to terminate an ESA (where authorized by the terms of that ESA), the City of Troy may consider whether it wishes to discontinue the CCA Program. Dissolution of the CCA Program will require (1) enactment of a Local Law amending or repealing this Local Law, (2) lawful termination of ESAs in accordance with their terms, (3) lawful termination of the CCA Administration Agreement, in accordance with its terms, and (4) at least 60 days' notice to customers that their energy services will be automatically returned to Utility, an effective date upon which such a change would occur, and information on what other options may be available to those customers, if applicable.

Section 11. Conflicts

In the event the New York State Public Service Commission, the State Legislature, or other State agency, enacts laws or regulations regarding the operation of CCAs which are in conflict with this Local Law, the state provisions shall govern.

Section 12. Liability

Nothing in this Local Law shall be read to create liability on the part of the City related to the provision of electric and/or natural gas service to customers. The ESCO selected to provide

such service will be ultimately responsible for compliance with all applicable laws, rules and regulations governing retail energy services, and will assume any liability stemming from the provision of such service to retail customers, including any potential liability associated with the service itself, customer data and information, and any other matters which would traditionally fall under the purview of a merchant utility providing the same service to customers prior to the formation of the CCA. This Local Law is meant merely to facilitate the creation of an aggregation program in this community. The City will not assume the role of ESCO or utility in the sale or delivery of energy services.

Section 13. Severability

Each provision of this Law is severable from the others, so that if any provision is held to be illegal or invalid for any reason whatsoever, such illegal or invalid provision shall be severed from this Law, which shall nonetheless remain in full force and effect.

Section 14. Effective Date

This Local Law shall take effect upon the filing with the Secretary of State.

Approved as to form, March 5, 2020

James A. Caruso, Esq., Corporation Counsel

**ORDINANCE TRANSFERRING FUNDS WITHIN THE 2020 GENERAL FUND
BUDGET**

The City of Troy, convened in City Council, ordains as follows:

Section 1. The City of Troy 2020 budget is herein amended as set forth in Schedule A entitled:

2020 Budget Transfer(s) – General Fund

which is attached hereto and made a part hereof

Section 2. This act will take effect immediately.

Approved as to form March 5, 2020

James A. Caruso, Esq., Corporation Counsel

MEMO IN SUPPORT

Throughout the fiscal year the Comptroller's Office works with all departments within the City for necessary budget transfers within the General Fund in the 2020 fiscal year. This ordinance transfers funds within the 2020 General Fund Budget for the following reason(s). Please note that the number indicated below references to the name as indicated in the "Reference" column on the Schedule attached hereto.

1. A transfer from Permanent Salaries to fund an equipment purchase for both the Engineering and Code Enforcement departments.

Schedule A

ORD20

2020 Budget Transfer(s) – General Fund

Department	Account No.	Description	Original Budget*	Change (+ / -)	Revised Budget	Reference
Engineering	A.1440.0101.0000.0000	Permanent Salaries	251,895.00	(6,205.00)	245,690.00	1
Code Enforcement	A.3620.0201.0000.0000	Equipment	0.00	3,723.00	3,723.00	1
Engineering	A.1440.0201.0000.0000	Equipment	0.00	2,482.00	2,482.00	1
Net Impact On General Fund				<u>0.00</u>		

* Or as previously amended

**ORDINANCE AMENDING THE CODE OF THE CITY OF TROY: CHAPTER 270,
“VEHICLES AND TRAFFIC”, SECTION 270-13, “STOPPING, STANDING AND
PARKING RESTRICTIONS”; AND SECTION 270-26, “SCHEDULE OF PENALTIES
FOR TRAFFIC OFFENSES”**

The City of Troy, in City Council, convened, ordains as follows:

Section 1. Section 270-13 (O.) of the Code of the City of Troy is hereby amended to provide and read as follows, with new matter underlined:

“It shall be unlawful to park any bus, house coach, school bus, tractor, including a cab or semi-cab, trailer or combination thereof, semi-trailer, stinger-steered automobile transporter, mobile car crusher, boat, boat trailer, one-axle trailer, dump truck, moving van, delivery or work van, either by itself or in combination with a trailer, in excess of 20 feet in length, recreational vehicle in excess of 20 feet in length, tow truck except in front of or alongside a commercial establishment for such towing business and without any motor vehicle located on or attached to said tow truck, on any City street other than for a temporary period of time related to and necessary to accomplish a specific business purpose.”

Section 2. Section 270-26 (C.) of the Code of the City of Troy is hereby amended to provide and read as follows, with new matter underlined:

(22) Parking any vehicle in violation of Section 270-13 (O.): \$ 75.00

Section 3. This Ordinance shall take effect immediately

Approved as to form, March 5, 2020

JAMES A. CARUSO, ESQ. Corporation Counsel

Memo in Support

The City Code Section 270-13 is being amended to add the wording Cab-Semi-Cab. These over-sized vehicles being parked in residential neighborhoods have been reported as a negative quality of life issue throughout the City. There was an amendment passed in 2016 to this section of code, but the wording for the Semi Cabs was not listed as an enforcement tool in accordance with Traffic Patrol of the Troy Police Department.

There have been complaints regarding the size and height of the Semi-Cabs which are parked on city streets in front of residential dwellings. In absence of inclusion of such over-sized vehicles in the language of Subsection O, the Troy Police Department lacked the legal authority to cite the owners of such vehicles.

This proposed amendment to Section 270-13-O is intended to include Semi-Cab within the parameters of this subsection.

There is also a fee for violating this section of the code. The fiscal impact will be revenue to the City and is undetermined.

Kim Ashe-McPherson
Council Member

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

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 5, 2020

James A. Caruso, Esq., Corporation Counsel

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].

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 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.

How to Opt-Out

If you do not wish to participate in the City of Troy'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,

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 undertook 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, 2020 6pm	Osgood Neighborhood Association (392 2 nd Street)	21
Meeting Two	February 11, 2020 7pm	Lansingburgh Neighborhood Association (Boys & Girls Club)	37
Meeting Three	February 15, 2020 9am-2pm	Troy Farmers Market	Spoke to 20 people, others took materials
Meeting Four	February 18, 2020 6pm	District 3 Neighborhood Meeting with Councilwoman Steele	12
Meeting Five	February 19, 2020 6pm	Little Italy Neighborhood Association Meeting (Italian Community Center)	5
Meeting Six	February 22, 2020 9am-2pm	Troy Farmers Market	Spoke to 15 people, others took materials
Meeting Seven	February 26, 2020 – 6pm	Eastside Neighborhood Meeting, Franklin Terrace, 126 Campbell Ave	11
Meeting Eight	March 2, 2020 6:30-7:30pm	Troy Public Library (100 Second Street)	
Public Hearing	February 20, 2020 – 5:30pm	1 st Public Hearing, City Hall, 433 River Street, Troy	10
Public Hearing	February 25, 2020 – 5:30pm	2 nd Public Hearing, City Hall, 433 River Street, Troy	8
Public Hearing	March 5, 2020 – 6:30pm	3 rd Public Hearing, City Hall, 433 River Street, Troy	

□ **Printed Materials**

	Date	Item Type	Notes
Item One	February 6, 2020	Posters and fliers displayed at Troy public libraries	Main Library -100 2 nd St. Lansingburgh Branch 27 114th Street
Item Two	Feb 15 th & 22 nd 9am -2pm	CCA flyers and postcards at Troy Farmers' Market	Handouts provided to members of the public at the market
Item Three	February 2020	Postcards and program overview handout distributed at neighborhood meetings	
Item Four	February 2020	8'x4' vinyl banner hung in downtown Troy, 4'x2.5' vinyl banner hung in Lansingburgh. 2 16"x16" window signs for city offices	

□ **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	February 2020	Advertise CCA Sessions	https://www.wamc.org/community-calendar	
Site Three	February-March 2020	Facebook Events for each public event	www.facebook.com/MEGAEnergyNY	7 Facebook Events for each of the individual public education sessions

□ **Press/media**

Outlet	Headline	Date	Link
News10 ABC	Energy purchase agreement between municipalities, residents and small businesses being explored by local governments in the Capital Region	2/20/20	https://www.news10.com/news/energy-purchase-agreement-between-municipalities-residents-and-small-businesses-being-explored-by-local-governments-in-the-capital-region/
Channel 13	Troy to hold public hearing on	2/20/20	https://wnyt.com/rensselaer-

WNYT	Community Choice Aggregation		county-ny-news/troy-to-hold-public-hearing-on-community-choice-aggregation/5650971/
Hudson Mohawk Magazine (radio)	CCA and Solar for all	2/14/20	https://www.mediasanctuary.org/podcasts/solar-for-all-promotes-community-choice-aggregation-in-low-income-communities/
Troy Record	Mantello announces public hearings for new CCA electricity buying program	2/14/20	https://www.troyrecord.com/news/local-news/mantello-announces-public-hearings-for-new-cca-electricity-buying-program/article_0ad4a91c-4dae-11ea-b525-9f7f98b52abe.html
Troy Record	Troy to explore CCA electricity buying program for residents	2/2/20	https://www.troyrecord.com/news/troy-to-explore-cca-electricity-buying-program-for-residents/
Sanctuary for Independent Media - Hudson Mohawk Magazine	Katy Vescio interview on CCA	1/22/20	https://soundcloud.com/mediasanctuary/mega-energy-cca-program-012221

□ **Other**

	Date	Description
One	1/20-2/14/2020 & 10/30-11/26/2019	Radio advertisements on PYX 106.5 and WRVE 99.5 daily during 6am-10am morning drive for 4 weeks
Two	1/22/2020	Radio interview; 105.3 Sanctuary for Independent Media
Three	January – February 2020	YouTube videos – informational videos on CCA basics, renewables, how CCA and community solar work together – shared via Facebook and Twitter https://www.youtube.com/channel/UCMHypvnfI5vIvqyspaC1MIA
Four	January 2020	Social media toolkit and press release provided to City of Troy liaison and mayor's office.

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

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**COMMUNITY CHOICE
AGGREGATION:
IMPLEMENTATION PLAN**

VILLAGE, TOWN, CITY OF _____

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

MARCH 2020

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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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.

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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.

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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.

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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.

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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.

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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.

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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.

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- 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.

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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 NYSPSC 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.

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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.

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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.

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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.

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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

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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.XXXXXXX.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]

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

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			

COMMUNITY CHOICE AGGREGATION IMPLEMENTATION PLAN

 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)

**RESOLUTION OF THE CITY OF TROY, NEW YORK AUTHORIZING THE
NEGOTIATION, EXECUTION AND DELIVERY OF LEASE/PURCHASE
AGREEMENTS TO FINANCE THE PURCHASE OF APPARATUS FOR FIGHTING
FIRES, INCLUDING BUT NOT LIMITED TO FIRE FIGHTERS' TURNOUT GEAR**

WHEREAS, the City of Troy (the "City") desires to purchase certain apparatus for fighting fires, including but not limited to fire fighters' turnout gear (the "Equipment") at a maximum cost of \$261,000; and

WHEREAS, the City now intends to authorize the negotiation, execution and delivery of one or more lease/purchase agreements in an aggregate original principal amount not to exceed \$261,000 to finance the purchase of such Equipment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Troy, New York, as follows:

Section 1. The City is hereby authorized to acquire the Equipment at a maximum cost not to exceed \$261,000 and, in accordance with Section 109-b of the New York General Municipal Law, the City is hereby authorized to enter into one or more lease/purchase agreements, escrow agreements and other agreements in an aggregate original principal amount not to exceed \$261,000 (the "Agreements") to finance the acquisition of the Equipment.

Section 2. The Deputy City Comptroller, as chief fiscal officer of the City, is hereby authorized to negotiate, execute and deliver on behalf of the City the Agreements and all other certificates or instruments required in connection therewith provided, however, that all amounts payable by the City pursuant to the Agreements shall be subject to annual appropriation of such payments by the City Council. The power to prescribe the terms, forms and covenants of the Agreements is hereby delegated to the Deputy City Comptroller, as chief fiscal officer. The Mayor, or his designee, is also authorized to execute the Agreements on behalf of the City.

Section 3. This resolution is intended to constitute the declaration of the City's "official intent" to reimburse the costs of the Equipment described in Section 1 of this resolution with proceeds from the Agreements, as required by Treasury Regulation Section 1.150-2.

Section 4. This resolution is not subject to a mandatory or permissive referendum.

Section 5. The City Council hereby determines that the purchase and financing of the Equipment constitutes a "Type II Action" as defined in Article 8 of the Environmental Conservation Law, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations"), and no further action under the SEQRA Act and Regulations is required.

Section 6. This resolution shall take effect immediately. All acts previously taken by the City with respect to the purchase of the Equipment and the execution and delivery of the Agreements are hereby ratified and confirmed.

Approved as to form, March 5, 2020.

James A. Caruso, Esq., Corporation Counsel

Memo In Support

This resolution authorizes the City to enter into an agreement to finance the cost of the additional set of turnout gear for the Troy Fire Department. As the Chief has previously explained the City will pay for the cost over several years; therefore, under the governmental accounting rules the City must enter into a "Lease/Purchase Agreement." It should be noted however that these agreements are not a "lease" as commonly understood, but rather they are more akin to that of an installment agreement. Repayment will occur over the next five (5) years.

RESOLUTION AMENDING RESOLUTION #72 OF 2019

WHEREAS, a resolution was passed by the Troy City Council on October 3, 2019, entitled “RESOLUTION AUTHORIZING THE REQUIREMENT OF CONTRACTORS AND SUB-CONTRACTORS ON CONSTRUCTION CONTRACTS TO HAVE APPROVED APPRENTICESHIP AGREEMENTS (hereinafter referred to as “Resolution #72 of 2019”); and

WHEREAS, the city of Troy has secured financial assistance from the Federal Highway Administration (FHWA) to offset the cost of the construction of the project commonly referred to as ‘The South Troy Industrial Roadway’ (the Project); and

WHEREAS, the requirements of Resolution #72 of 2019, are not compatible with the terms and requirements of the FHWA grant award; and

WHEREAS, the NYS Department of Transportation has informed the City of Troy that it will not be able to include the provisions of Resolution #72 of 2019, in its bid documents,

NOW THEREFORE BE IT RESOLVED, the City of Troy hereby waives the provisions of Resolution #72 of 2019, with respect to all aspects of the Project.

Approved as to form, March 5, 2020.

James A. Caruso, Esq., Corporation Counsel

Memorandum in Support

The provisions of the apprenticeship program adopted on October 3, 2019 as Resolution #72 of 2019, are incompatible with the bidding requirements for projects funded under the Federal Highway Administration.

In order, therefore, to proceed with the bidding and construction of the South Troy Industrial Roadway the requirements of Resolution #72 of 2019, must be waived.

Steve Strichman
Commissioner



Patrick Madden
Mayor

**Department of Planning
& Economic Development**

Memo

To: Troy City Council at the request of City Clerk Drogan
From: Andrew Kreshik, Assistant Planner
Date: 4 March 2020
Re: Resolution #33, Supplemental Information

Resolution #72, passed by the City Council on October 3, 2019, requires contractors on certain construction projects to have a New York State approved apprenticeship program. To include this condition into boilerplate bid language for this Federal Aid Transportation Project, the city would need the approval of the Federal Highway Administration and United States Department of Labor to do so by first providing detailed information on the requirement and how it would not, in any way:

1. Restrict competition, including but not limited to, competition from smaller firms (including Disadvantaged Business Enterprises), new firms, firms which are fully-staffed with qualified employees and do not have a current need to bring in and train new staff, and firms which are located outside the State of New York.
2. Favor union contractors over non-union contractors; or conversely favor non-union over union contractors.
3. Have an impermissible disparate impact on any person on the grounds of race, color, or national origin, sex, age, disability/handicap and income status.
4. Conflict with Federal Equal Opportunity and Affirmative Action principles and requirements.

Per discussion with Creighton Manning Engineering, consultant to the city for this project, it was learned that local requirements sought to be included in Federal Aid project solicitations are often in conflict with Federal requirements and/or give State lawyers involved in the review process enough pause that advancement of the project's solicitation stops while parties make sure no Federal/State laws are being violated by the supplemental condition(s). Since this project's construction phase is time sensitive, any delay at this time would jeopardize its future.

The NYS Department of Transportation noted that municipalities typically issue a waiver to their local requirements on Federal Aid projects to prevent the cost and delay required for parties to come to an agreement on requirements like these.

To note: Chapter VII of the Project Manual for the South Troy Industrial Park Road communicates encouragement of apprentice programs along with EEO requirements.
