

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
The Town of New Castle (The Municipality), a local government member of
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of New Castle
Authorized Official: Robert Greenstein, Town Supervisor
Signature/Printed Name and Title:
Address: 200 South Greeley Ave., Chappagua, NY 10514
Telephone(s): 914-238-4774
E-Mail Address: Jshapiro@mynewcastle.org
Address for Notices: Town of New Castle
200 South Greeley Ave.
Chappagua, N.Y 10514
Sustainable Westchester Inc
Authorized Official: Robert W. Elbert

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott Executive Director

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: bob@sustainablewestchester.org

Address for Notices:

Same as above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
the City of New Rochelle **(The Municipality), a local government member of**
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of New Rochelle
Authorized Official: Charles B. Strona III
Signature Printed Name and Title: Charles B. Strona III
Address: 515 NORTH AVE New Rochelle, NY 10801
Telephone(s): (914) 654-2140
E-Mail Address: [REDACTED]
Address for Notices:

Sustainable Westchester Inc
Authorized Official: Ralph W. Smith

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mt Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: belliot@SustainableWestchester.org

Address for Notices:

Same as above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
Town of Ossining (The Municipality), a local government member of
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of Ossining
Authorized Official: Supervisor, Dana Levenberg
Signature Printed Name and Title: DANA LEVENBERG supervisor
Address: 116 Croton Avenue, Ossining, NY 10562
Telephone(s): (914) 762-1201
E-Mail Address: dlevenberg@townofossining.com
Address for Notices: 116 Croton Avenue
Ossining, NY 10562

Sustainable Westchester Inc
Authorized Official: Robert W. Elliott 8/21/18

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mt. Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: bellott@sustainablewestchester.org

Address for Notices:

Same

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and the Village of Ossining (The Municipality), a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: "The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order..."
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation ("CCA") throughout New York State (the "PSC CCA Order").
- c. Sustainable Westchester's Pilot CCA Program ("Sustainable Westchester Pilot CCA Program") enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas ("fuels") who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.
- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
- h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
- i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.

- j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 "to undertake a Community Choice Aggregation demonstration project."
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the "Participating Municipality")** in a Community Choice (Energy) Aggregation Program (hereafter, the "Program") to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the "Program Manager")**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,
 - iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and

- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
5. **Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the Municipality agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
- i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
6. **Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village of Ossining

Authorized Official: Deborah McDonnell

Signature Printed Name and Title:

Deborah McDonnell, Village Manager

Address: 16 Croton Avenue, 2nd Floor, Ossining, New York 10562

Telephone(s): 914-941-3554

E-Mail Address: dmcdonnell@villageofossining.org

Address for Notices: 16 Croton Avenue, 2nd Floor, Ossining, New York 10562

Sustainable Westchester Inc

Authorized Official: Robert W. Elliott

Signature Printed Name and Title: Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: belliott@sustainablewestchester.org

Address for Notices:

Same As Above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and Village of Pelham (The Municipality), a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier**: An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid**: Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA)**: an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA**: The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.
- g. **2019 ESA**: The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).

- h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,
 - iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,

all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;

- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: As a Participating Municipality, the **Municipality** agrees to:

- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.

6. Term: Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.

7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of Pelham

Authorized Official: Christopher Scelta

Signature Printed Name and Title:

Christopher Scelta, Interim Village Administrator

Address: 195 SPARKS AVENUE, PELHAM NY, 10803

Telephone(s): 914-738-6270

E-Mail Address: CHRIS.SCELTA@pelhamgov.com

Address for Notices: 195 SPARKS AVENUE
PELHAM, NY 10803

Sustainable Westchester Inc

Authorized Official:

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: belliott@sustainablewestchester.org

Address for Notices:

Same

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and Village of Pleasantville, a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.
- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).

- h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,
 - iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,

all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;

- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: As a Participating Municipality, the **Municipality** agrees to:

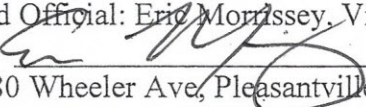
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.

6. Term: Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.

7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of Pleasantville

Authorized Official: Eric Morrissey, Village Administrator

Signature: 

Address: 80 Wheeler Ave, Pleasantville, NY 10570

Telephone(s): 914-769-1940

E-Mail Address: administrator@pleasantville-ny.gov

Address for Notices: 80 Wheeler Ave, Pleasantville, NY 10570

Sustainable Westchester Inc

Authorized Official: 

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: helliott@sustainablewestchester.org

Address for Notices:

Same as above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
The Village of Rye Brook (The Municipality), a local government member of
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of _____

Authorized Official: _____

Signature Printed Name and Title: _____

Paul S. Rosenberg, Mayor

Address: 938 Long Street, Rye Brook, NY 10577

Telephone(s): (914) 939-1121

E-Mail Address: mayor@ryebrook.org

Address for Notices: 938 Long Street, Rye Brook, NY 10577

Sustainable Westchester Inc

Authorized Official: _____

Ruth A. Flinn

8/21/18

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott Executive Director
Address: 55 Maple Avenue, Mount Kisco, NY 10549
Telephone(s): 914-242-4725
E-Mail Address: bellott@sustainablewestchester.org

Address for Notices:

Same

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
Village of Sleepy Hollow **(The Municipality), a local government member of**
Sustainable Westchester, Inc.

1. Background:

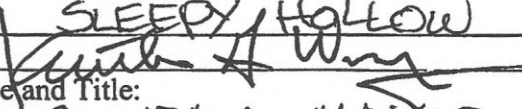
- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier**: An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid**: Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA)**: an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA**: The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the Municipality agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of SLEEPY HOLLOW
Authorized Official: 
Signature Printed Name and Title: KENNETH G. WRAY, MAYOR
Address: 28 BEEKMAN AVE SLEEPY HOLLOW, NY 10591
Telephone(s): (914) 366-5105
E-Mail Address: AGGACCIO@SLEEPYHOLLOWNY.ORG
Address for Notices:

Sustainable Westchester Inc
Authorized Official: 

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: belliott@sustainablewestchester.org

Address for Notices:

Same As Above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and

The Village of Tarrytown (The Municipality), a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of

Authorized Official:

Signature Printed Name and Title:

Address:

Telephone(s):

E-Mail Address:

Address for Notices:

* same as above.

Sustainable Westchester Inc

Authorized Official:

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mt Kisco, NY 10549

Telephone(s): 914-242-4725

E-Mail Address: belliott@sustainablewestchester.org

Address for Notices:

Same as above

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and City of White Plains (The Municipality), a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier**: An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid**: Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA)**: an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA**: The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.
- g. **2019 ESA**: The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).

- h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,
 - iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,

all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;

- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: As a Participating Municipality, the **Municipality** agrees to:

- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. **Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City of White Plains

Authorized Official: _____

Signature Printed Name and Title: Thomas M. Roach, Mayor, City of White Plains

Address: 255 Main Street, White Plains, NY 10601

Telephone(s): (914) 422-1411

E-Mail Address: Thomas@WhitePlainsNY.Gov ✓

Address for Notices:

City Clerk

255 Main Street, White Plains, NY 10601

Sustainable Westchester Inc

Authorized Official: _____

Robert W. Zilinski

Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title: Robert W. Elliott, Executive Director

Address: 55 Maple Avenue, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: bellott@sustainablewestchester.org

Address for Notices:

Same As Above

Attachments:

Exhibit 1, Electric Service Agreement

Attachment 4, Participating Municipality Consumption Data, is intentionally excluded. Once Competitive Supplier signs and returns the Confidentiality Agreement, Attachment 4 will be provided to them.

Attachment 5 - Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “Agreement”) is made as of _____ (the “Effective Date”) between an energy services company that is planning to submit a response (“Respondent”) to Sustainable Westchester’s Request for Proposals (“RFP”) for energy services for a community choice aggregation program (“CCA Program”) and Sustainable Westchester (each a “Party,” and collectively, the “Parties”).

WHEREAS, Respondent is interested in receiving certain aggregated and anonymized data concerning consumers to be served by the CCA Program (“Aggregated Data”), as provided for in the RFP, in order to prepare a proposal in response to the RFP;

WHEREAS, under the terms of the RFP, Respondent must execute this Agreement prior to receiving any of the Aggregated Data;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Respondent acknowledges the sensitive and confidential nature of the Aggregated Data;
2. Respondent shall keep the Aggregated Data strictly confidential and shall not disclose it to any other party without the prior written permission of Sustainable Westchester;
3. Respondent shall use the Aggregated Data for the sole and limited purpose of preparing a response to the RFP and not for any other purpose;
4. Respondent’s authorization to use the Aggregated Data for any purpose expires on November 1, 2018 and Respondent must destroy the Aggregated Data after that date;
5. Respondent agrees to abide by the terms and conditions of the Data Security Agreement attached as Exhibit A as if it were the “Aggregator” identified in that Data Security Agreement; and
6. Respondent agrees that if it breaches this Agreement it shall be liable both to Sustainable Westchester and to the utility from which the Aggregated Data originated.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
Effective
Date.

RESPONDENT

Signature

Name of Signatory

Name of Company

SUSTAINABLE WESTCHESTER

Signature

Name of Signatory

DATA SECURITY AGREEMENT

THIS DATA SECURITY AGREEMENT, including Exhibits attached hereto and made a part hereof (this “Agreement”) which are incorporated by reference herein, is made as of this _____ day of _____, 20____ by and between _____, a New York corporation with offices at _____ (“Utility”) and _____ a _____ with offices at _____ (“Aggregator”); and together with Utility, the “Parties” and each, individually, a “Party.”

RECITALS

WHEREAS, Aggregator desires to have access to certain utility customer information in order to administer a community choice aggregation program (the “CCA Program”) for the benefit of its members in accordance with the New York State Public Service Commission’s (“PSC” or the “Commission”) *Order Authorizing Framework for Community Choice Aggregation Opt-Out Program* (the “Order”) in Case 14- M-0224 (effective April 21, 2016); and

WHEREAS, (i) the Order directs Utility to provide to Aggregator certain aggregated and anonymized information of Utility’s residential and small commercial customers that do not currently take service from an energy services company (“ESCO”) and are located within Aggregator’s service area, including, without limitation, aggregated usage and capacity tag information as well as certain Customer-Specific Information applicable to such customers, including, without limitation, all customer specific information such as, but not limited to, name, address and utility account number (or Point of Delivery Identifier) for the sole and limited purpose of facilitating the CCA Program and (ii) Utility may assess a reasonable fee in connection with its provision of such information as set forth in the Utility’s tariff or as otherwise approved by the Commission; and

WHEREAS, Utility and Aggregator also desire to enter into this Agreement to establish, among other things, the obligations of the Aggregator with respect to such Confidential Utility Information and the price at which the Aggregator may acquire access to the Confidential Utility Information; and

Whereas, Utility and Aggregator also desire to enter into this Agreement to establish, among other things, the full scope of Aggregator’s obligations of confidentiality with respect to the Confidential Utility Information in a manner consistent with the rules and regulations of the Commission; and

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions.

- a. “Customer-Specific Information” shall have the meaning attributed to it in the Recitals.

- b. “CCA” shall have the meaning attributed to it in the Recitals.
- c. “Confidential Utility Information” means, collectively, information provided by Utility to Aggregator including, without limitation, all aggregated and anonymized information, Customer-Specific Information, Personal Data and Utility Data.
- d. “Data Protection Requirements” means, collectively, (i) all national, state and local laws, regulations or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to Aggregator or its Representative’s Processing of Confidential Utility Information; (ii) the Utility’s internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual that apply with respect to Aggregator or its Representative’s Processing of Confidential Utility Information; and (iii) the Order and Commission rules, regulations and guidelines relating to confidential data.
- e. “Data Security Incident” means a situation where Aggregator reasonably believes that there has been: (A) the loss or misuse (by any means) of Confidential Utility Information; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of Confidential Utility Information; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Utility Information or (D) any breach of any Data Protection Requirements in relation to the Processing of Confidential Utility Information by Aggregator or any current or former Representatives.
- f. “Destroy” means (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying Confidential Utility Information in paper, electronic or other means so as to make it unreadable, unreconstructible, and indecipherable. All Confidential Utility Information containing Personal Data and other information, as may be specifically requested by Utility, must be disposed of in a manner described in (a) through (c).
- g. “ESCO” shall have the meaning set forth in the Recitals.
- h. “Personal Data” means any information that can be used to identify, locate, or contact an individual, including an employee, customer, or potential customer of Utility, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; (E) “Sensitive Data” as defined below; (F) ZIP codes; (G) employment, financial or health information; or (H) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing.
- i. “PSC” or “Commission” shall have the meaning attributed to it in the Recitals.
- j. “Processing” (including its cognate, “process”) means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Personal Data or Utility Data, whether it be by

physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.

- k. “Sensitive Data” is that subset of Personal Data, including Social Security number, passport number, driver’s license number, Utility customer account number, or similar identifier.
 - l. “Third Party Representatives” means those Representatives of Aggregator that are contractors or subcontractors, including without limitation, ESCOs.
 - m. “Utility Data” means data held by Utility, whether produced in the normal course of business or at the request of Aggregator or a third party and whether or not it is provided to Aggregator.
2. **Scope of the Agreement.** This Agreement shall govern and apply to all Confidential Utility Information disclosed to Aggregator or to which Aggregator is given access by Utility in support of the CCA Program, including all archival or back-up copies of the Confidential Utility Information held or maintained by Aggregator (or its Representatives). All Confidential Utility Information, in whatever form, media or medium provided or held, and all extracts, compilations, studies or other documents based on, derived from or containing Confidential Utility Information, and all correspondence between or among the Parties or their respective Representatives pertaining to the same, shall constitute confidential information hereunder. No financial information is to be provided pursuant to this Agreement. If any information outside the scope of the Order is sent to Aggregator, the Aggregator will immediately notify the Utility and destroy any such information in the appropriate manner.
3. **Provision of Information.** Utility agrees to provide to Aggregator or its Representatives, certain Confidential Utility Information, as requested, provided that (i) Aggregator and its Representatives are in compliance with the term of this Agreement; (ii) Aggregator has provided and has caused its Representatives to provide, to the satisfaction of Utility any Vendor Product/Service Security Assessments, attached hereto as Exhibit A or such other risk assessment forms as Utility may require from time to time (“The Assessment”) and Aggregator will comply with the utility _____ program; (iii) Aggregator (and its Representatives, as applicable) shall have and maintain throughout the term systems and processes in place and as detailed in the assessment acceptable to Utility to protect Confidential Utility Information; (iv) Aggregator complies and shall cause its third party representatives to comply with Utility’s data protection programs; and (v) Utility receives written confirmation from New York State Department of Public Service Staff that certain prerequisites identified in the Order have been satisfied. Provided the foregoing prerequisites have been satisfied, Utility shall within twenty (20) days of receipt of Aggregator’s written request for such Confidential Utility Information, provide such Confidential Utility Information as required by the Order. Specifically, Utility shall provide, as requested by the Aggregator, aggregated data, including the number of

customers by service class, the aggregated peak demand (kW) (for electricity) by month for the past 12 months, by service class to the extent possible, and the aggregated energy (kWh) for electricity or volumetric consumption for gas by month for the past 12 months by service class and customer-specific data, including the customer of record's name, mailing address, account number, and primary language and any customer-specific alternate billing name and address, to the extent available. Unless the Parties otherwise agree, the provision of Confidential Utility Information by Utility shall be effectuated electronically, as a file transfer made via encrypted FTP or other secure process acceptable to Utility.

4. Confidentiality.

Aggregator shall: (a) hold all Confidential Utility Information in strict confidence; (b) except as otherwise expressly permitted by Section 4 hereof, not disclose Confidential Utility Information to any other person or entity (including but not limited to ESCOs, subcontractors, affiliates or members of Aggregator); (c) not Process Confidential Utility Information outside of the United States; (d) not Process Confidential Utility Information other than in connection with the CCA Program or otherwise as authorized by this Agreement; (e) not Process Confidential Utility Information for any marketing purposes other than in connection with the CCA Program; (f) limit reproduction of Confidential Utility Information to the extent required for the CCA Program; (g) store Confidential Utility Information in a secure fashion at a secure location in the United States that is not accessible to any person or entity not authorized to receive the Confidential Utility Information under the provisions hereof; (h) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential Utility Information as Aggregator employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (i) to the extent required by the utility, each person with a need to know the Confidential Information shall sign the Representative Agreement set forth as Exhibit B to this Agreement. At all times, Utility shall have the right to request further assurances that the foregoing restrictions and protections concerning Confidential Utility Information are being observed and Aggregator shall be obligated to promptly provide Utility with the requested assurances.

5. Exceptions Allowing Aggregator To Disclose Confidential Utility Information.

(a) **Disclosure to Representatives.** Notwithstanding the provisions of Section 4 hereof, Aggregator may disclose Confidential Utility Information to those of its municipal members and contractors, including without limitation, ESCOs as well as its and their respective officers, directors and employees (collectively, "Representatives") who have a legitimate need to know or use such Confidential Utility Information for the sole and limited purposes of administering and/or conducting the CCA Program, provided that each such Representative first (i) is advised by Aggregator of the sensitive and confidential nature of such Confidential Utility Information; (ii) agrees to comply with the provisions of this Agreement, provided that with respect to Third Party Representatives and this subsection (ii), such Third Party Representatives must agree in writing to be bound by and observe the provisions of this Agreement as though such Third Party Representatives were Aggregator; and (iii) signs the Representative Agreement. All such written agreements with Third Party Representatives shall include direct liability for the Third Party Representatives towards Utility for breach thereof by the Third Party

Representatives, and a copy of such agreement and each Representative Agreement and Aggregator agreement shall be made available to Utility upon request. Notwithstanding the foregoing, Aggregator shall be liable to Utility for any act or omission of a Representative, including without limitation, Third Party Representatives that would constitute a breach of this Agreement if committed by Aggregator.

(b) **Disclosure if Legally Compelled.** Notwithstanding anything herein, in the event that Aggregator or any of its Representatives receives notice that it has, will or may become compelled, pursuant to applicable law or regulation or legal process to disclose any Confidential Information (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes or otherwise), Aggregator shall, except to the extent prohibited by law, immediately notify Utility, orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, Utility shall have the right to consult with Aggregator and the Parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Utility Information that must be disclosed. Utility shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Utility Information that must be disclosed. In any event, Aggregator and its Representatives shall disclose only such Confidential Utility Information which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by Utility) and Aggregator and its Representatives shall use all reasonable efforts to ensure that all Confidential Utility Information that is so disclosed will be accorded confidential treatment.

6. Return/Destruction of Information. Within ten (10) days after Utility's written demand, Aggregator shall (and shall cause its Representatives to) cease to Process Confidential Utility Information and shall at the Utility's option: (a) return such Confidential Utility Information to Utility in such manner, format and timeframe as reasonably requested by Utility or, if not so directed by Utility, (b) Destroy all copies of all Confidential Utility Information (including any and all extracts, compilations, studies or other documents based upon, derived from or containing Confidential Utility Information) that has come into Aggregator's or its Representatives' possession, including destroying Confidential Utility Information from all systems, records, archives and backups of Aggregator and its Representatives, and all subsequent use and Processing of the Confidential Utility Information by Aggregator and its Representatives shall cease. Notwithstanding the foregoing, Aggregator and its Representatives shall not be obligated to erase Confidential Utility Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that Aggregator and its Representatives shall (i) not have experienced a Data Security Incident, (ii) not permit access to or recovery of Confidential Utility Information from such computer backup system and (iii) keep all such Confidential Utility Information confidential in accordance with this Agreement. Aggregator shall, upon request, certify to Utility that the destruction by Aggregator and its Representatives required by this Section has occurred by (a) having a duly authorized officer of Aggregator complete, execute and deliver to Utility a certification and (b) obtaining substantially similar certifications from its Representatives and maintaining them on file. Compliance with this Section 5 shall not relieve Aggregator from compliance with the other

provisions of this Agreement. The obligations under this Section shall survive any expiration of termination of this Agreement.

7. Audit. Upon reasonable notice to Aggregator, Aggregator shall, and shall require its third-party representatives to, permit Utility, its auditors, designated audit representatives, and regulators to audit and inspect, at Utility's sole expense (except as otherwise provided in this Agreement), and no more often than once per year (unless otherwise required by Utility's regulators): (a) the facilities of Aggregator and Aggregator's Third Party Representatives where Confidential Utility Information containing Personal Data is Processed by, or on behalf of, Aggregator; (b) any computerized or paper systems used to Process Utility Confidential Information containing Personal Data; and (c) Aggregator's security practices and procedures, facilities, resources, plans, procedures and books and records relating to the privacy and security of Confidential Utility Information containing Personal Data. Such audit and inspection rights shall be, at a minimum, for the purpose of verifying Aggregator's compliance with this Agreement, including all applicable Data Protection Requirements. Notwithstanding anything herein, in the event of a Data Security Incident Aggregator shall and shall cause its Third Party Representatives to permit an audit hereunder more frequently than once per year, as may be requested by Utility. Aggregator shall immediately correct any deficiencies identified by Utility.

8. Investigation. Upon notice to Aggregator, Aggregator shall assist and support Utility in the event of an investigation by any regulator or similar authority, if and to the extent that such investigation relates to Confidential Utility Information containing Personal Data Processed by Aggregator on behalf of Utility. Such assistance shall be at Utility's sole expense, except where such investigation was required due to the acts or omissions of Aggregator or its Representatives, in which case such assistance shall be at Aggregator's sole expense.

9. Data Security Incidents. Aggregator is responsible for any and all Data Security Incidents involving Confidential Utility Information containing Personal Data that is Processed by, or on behalf of, Aggregator. Aggregator shall notify Utility in writing immediately (and in any event within twenty-four (24) hours) whenever Aggregator reasonably believes that there has been a Data Security Incident. After providing such notice, Aggregator will investigate the Data Security Incident, and immediately take all necessary steps to eliminate or contain any exposure of Confidential Utility Information containing Personal Data and keep Utility advised of the status of such Data Security Incident and all matters related thereto. Aggregator further agrees to provide, at Aggregator's sole cost, reasonable assistance and cooperation requested by Utility and/or Utility's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident and/or the mitigation of any damage, including any notification required by law or that Utility may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Incident, and/or the provision of any credit reporting service required by law or that Utility deems appropriate to provide to such individuals. Unless required by law, Aggregator shall not notify any individual or any third party other than law enforcement of any potential Data Security Incident involving Confidential Utility Information containing Personal Data without first consulting with, and obtaining the permission of, Utility. In addition, within 30 days of identifying or being informed of a Data Security Incident, Aggregator shall develop and execute a plan, subject to Utility's approval, that reduces the likelihood of a recurrence of such Data Security Incident. Aggregator agrees that

Utility may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Agreement if a Data Security Incident occurs.

10. No Intellectual Property Rights Granted. Nothing in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, expressly, implicitly or otherwise, under any patents, copyrights, trade secrets or other intellectual property rights of Utility, and Aggregator shall acquire no ownership interest in the Confidential Utility Information (which, as between Aggregator and Utility, shall be and remain the proprietary and confidential information of Utility). No rights or obligations other than those expressly stated herein shall be implied from this Agreement.

11. Additional Obligations.

- a. Aggregator shall not create or maintain data which are derivative of Confidential Utility Information except for the purpose of performing its obligations under this Agreement or as authorized by Utility. Data collected by Aggregator from customers through its website or other interactions based on those customers' interest in receiving information from or otherwise engaging with Aggregator or its partners shall not be considered Confidential Utility Information or a derivative of Confidential Utility Information for the purpose of this Agreement. Aggregator shall not collect or retain customer account numbers through such interactions associated with its CCA Program.
- b. Aggregator shall comply with all applicable privacy and security laws to which it is subject, including without limitation all applicable Data Protection Requirements and not, by act or omission, place Utility in violation of any privacy or security law known by Aggregator to be applicable to Utility.
- c. Aggregator shall have in place appropriate and reasonable processes and systems, including an Information Security Program to protect the security of Confidential Utility Information containing Personal Data and prevent a Data Security Incident, including, without limitation, a breach resulting from or arising out of Aggregator's internal use, Processing or other transmission of Confidential Utility Information containing Personal Data, whether between or among Aggregator's Representatives, subsidiaries and affiliates or any other person or entity acting on behalf of Aggregator, including without limitation Third Party Representatives.
- d. Aggregator shall safely secure or encrypt all Confidential Utility Information during storage or transmission.
- e. Aggregator shall establish policies and procedures to provide reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a Data Security Incident involving Confidential Utility Information Processed by Aggregator to the extent such request, complaint or other communication relates to Aggregator's Processing of such individual's Personal Data.

- f. Aggregator shall establish policies and procedures to provide all reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Personal Data, data theft or other unauthorized release of Personal Data, disclosure of Personal Data, or misuse of Personal Data to the extent such request, complaint or other communication relates to Aggregator's Processing of such Personal Data.

12. Payment. In consideration of Utility's agreement to provide Confidential Utility Information in accordance with Section 2, Aggregator shall pay to Utility fees pursuant to its tariffs.

13. Specific Performance. The Parties acknowledge that disclosure or misuse of Confidential Utility Information in violation of this Agreement may result in irreparable harm to Utility, the amount of which may be difficult to ascertain and which may not be adequately compensated by monetary damages, and that therefore Utility shall be entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Agreement. Utility's right to such relief shall be in addition to and not to the exclusion of any remedies otherwise available under this Agreement, at law or in equity, including monetary damages, the right to terminate this Agreement for breach and the right to suspend the provision or Processing of Confidential Utility Information hereunder. Aggregator agrees to waive any requirement for the securing or posting of any bond or other security in connection with Utility obtaining any such injunctive or other equitable relief and hereby authorizes, to the extent lawfully possible, any court of competent jurisdiction to dispense with any requirement for such bond or other security which might otherwise be judicially imposed.

14. Indemnification. To the fullest extent permitted by law, Aggregator shall indemnify and hold Utility, its affiliates and their respective officers, directors, trustees, shareholders, employees and agents, harmless from and against any and all loss, cost, damage or expense of every kind and nature (including, without limitation, penalties imposed by the Commission or other regulatory authority or under any Data Protection Requirements, court costs, expenses and reasonable attorneys' fees) arising out of, relating to, or resulting from, in whole or in part, the breach or non-compliance with this Agreement by Aggregator or any of its Representatives.

15. Notices. With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion shall be sent by means of Express Mail through the U.S. Postal service or other nationally recognized courier service which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to Aggregator, to:

Aggregator Name:
Name of Contact:
Address:
Phone:
Email:

If to Utility, to:

Utility Name:
Name of Contact:
Address:
Phone:
Email:

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

16. Term. This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated by Utility upon not less than 10 days' prior written notice specifying the effective date of termination, or on _____, 20__, whichever occurs first; provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination; and provided, further, that Utility may terminate this Agreement immediately upon notice to Aggregator in the event of a material breach hereof by Aggregator or its Representatives. For the purpose of clarity, a breach of Sections 4-10, 12-14, 17, and 25 shall be a material breach hereof. Upon the expiration or termination hereof, neither Aggregator nor its Representatives shall have any further right to Process Confidential Utility Information and shall immediately comply with its obligations under Section 6.

17. Consent to Jurisdiction; Selection of Forum. Aggregator irrevocably submits to the jurisdiction of the courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Agreement. Aggregator agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to Aggregator at the address for Aggregator pursuant to Section 10 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this Section, there would be no jurisdictional basis for such service. Aggregator agrees that service of process on it may also be made in any manner permitted by law. Aggregator consents to the selection of the New York State and United States courts within _____ County, New York as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Agreement.

18. Governing Law. This Agreement shall be interpreted and the rights and obligations of the Parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.

19. Survival. The obligations of Aggregator under this Agreement shall continue for so long as Aggregator and/or Aggregator's Representatives continue to have access to, are in possession of or acquire Confidential Utility Information even if all agreements between Aggregator and Utility have expired or been terminated.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.

21. Amendments; Waivers. This Agreement may not be amended or modified except if set forth in writing signed by the Party against whom enforcement is sought to be effective. No forbearance by any Party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. Any waiver shall be effective only if in writing and signed by an authorized representative of the Party making such waiver and only with respect to the particular event to which it specifically refers.

22. Assignment. This Agreement (and Aggregator's obligations hereunder) may not be assigned by Aggregator or Representatives without the prior written consent of Utility, and any purported assignment without such consent shall be void.

23. Severability. Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

24. Entire Agreement. This Agreement (including any Exhibits hereto) constitutes the entire agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written agreements or understandings with respect to such subject matter are merged herein. This Agreement may not be amended without the written agreement of the Parties.

25. No Third Party Beneficiaries. This Agreement is solely for the benefit of, and shall be binding solely upon, the Parties and their respective agents, successors and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the Parties and the indemnified parties named herein, and no other party shall have any right, claim or action as a result of this Agreement.

26. Force Majeure. No Party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such Party from performing under this Agreement and which such Party is unable to prevent or overcome after the exercise of reasonable diligence.

27. Relationship of the Parties. Utility and Aggregator expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this

Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

28. Construction. This Agreement shall be construed as to its fair meaning and not strictly for or against any party.

29. Binding Effect. No portion of this Agreement is binding upon a Party until it is executed on behalf of that Party in the space provided below and delivered to the other Party. Prior to such execution and delivery, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a “draft” document, shall have any binding effect on a Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first above written.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attachment 6 - Acknowledgement of Key Elements of the Electric Service Agreement

Upon completion of the RFP, the Selected ESCO will be expected to enter into an ESA substantially in the form provided in **Attachment 1**. Sustainable Westchester would like to highlight key features of that ESA here. Respondent should sign in the space provided at the end of this document to demonstrate that Respondent acknowledges these terms.

1. The Respondent must provide 100% of account electric requirements.
2. The Respondent chosen to be the Selected ESCO for the CCA Program will assist Sustainable Westchester in maintaining the CCA Program to include eligible residential and small commercial accounts located within the Participating Municipalities' boundaries receiving supply service from Consolidated Edison Company of New York. The Selected ESCO must coordinate with Participating Municipalities' designated staff, Sustainable Westchester and its partners in order to deliver services required under the ESA.
3. The Selected ESCO will be responsible for the faithful performance of the contract and shall warrant that it has internal monitoring procedures and processes to ensure compliance.
4. The CCA Program will only affect pricing for power supply. Con Ed will continue to deliver power through its transmission and distribution systems. Responsibility for maintaining system reliability continues to rest with Con Ed. Selected ESCO shall notify Participating Consumers that if they have service reliability problems, they should contact the appropriate utility for repairs.
5. The Selected ESCO will arrange for a single consolidated utility bill to be sent to Participating Consumers by the appropriate utility.
6. Collection and credit procedures are to be the responsibility of Con Ed and the individual Participating Consumer. Participating Consumers will be required to remit and comply with the payment terms of Con Ed. Sustainable Westchester and the Participating Municipalities will not be responsible for late or no payment on the part of any of its Participating Consumers, and will have no separate credit or deposit policy.
7. The Selected ESCO will assist Sustainable Westchester to develop performance reports to the New York State Public Service Commission providing tracking

information related to price, service, quality and other factors deemed important. Reporting requirements are specified in the ESA.

8. The Selected ESCO must provide customer service for Participating Consumers comparable to that provided by utility customer representatives, including those requiring non-English verbal and written assistance. The Selected ESCO must provide customer service for hearing impaired Participating Consumers.
9. Sustainable Westchester will maintain a website with account management functionality (i.e. on boarding of opt-in, opt out, and “opt up” migration to 100% Renewable Clean Power Product). Sustainable Westchester will then report this activity to Selected ESCO, who must maintain a database to track account enrollment and billing data. The website will also provide basic information concerning the CCA Program and will facilitate customer inquiries by providing a platform for the submission of questions by email or text.
10. Sustainable Westchester and the Participating Municipalities retain the right to control the content of the Opt-Out Notices. The Opt-Out Notices will be mailed at the expense of the Selected ESCO.
11. The Selected ESCO will coordinate with Sustainable Westchester to establish the mailing list for the opt out notification letters. In order to allow time for the 30 day opt-out and mandated rescission period, the notification letters for the 2019 Con Ed ESA should be mailed out in the first half of November.
12. The utility will charge a fee for the provision of aggregated consumption data and also for detailed customer data. The rates are set out in the December 14, 2017 *Order Establishing Community Choice Data Access Fees* as \$0.16 and \$0.64 respectively. In 2.1 of the ESA those fees are identified as the responsibility of the Selected ESCO.
13. After the execution of a confidentiality agreement covering this data, SW will provide the data for the mailings to the 18 communities that are already active in the CCA Program so there will no fee for either aggregated or detailed customer data for those. The detailed customer data for Ardsley and Sleepy Hollow must be obtained from Con Edison after ESA are signed, following the execution of a confidentiality agreement covering that data, and the Selected ESCO will be responsible for the utility data fees associated with those 2 communities.
14. SW requires certain data to be provided to SW by the Selected ESCO on a regular schedule for the purposes of stakeholder reporting and customer service. The requirements are detailed in Exhibit E of the ESA.
15. SW intends to promote the development of community renewable installations in Westchester County. While there may be obstacles today to direct incorporation of these into the Selected ESCO's supply, Exhibit A-2 of the ESA provides for a process for replacement of renewable power provided by the Selected ESCO should these obstacles be resolved. Respondent should indicate its willingness

to allow for replacement, and delineate the penalty (if any) for such replacement power.

16. SW may pursue regulatory intervention from the Public Service Commission to create two classes of customers: those participating in the CCA Program, and those not participating. The capacity tag allocations of these two classes would be then be different. Should SW achieve demand reductions at the peak capacity hour, Selected ESCO would have excess capacity to sell in the market. Article 5.5 of the ESA requires that such excess capacity be sold for the benefit of CCA Program customers.

Respondent acknowledges the aforementioned elements of the Electric Service Agreement.

Signature

Name of Signatory

Name of Company

Please state any exceptions to these, or other elements of the ESA that you request, below:

Attachment 7 - Supplier Qualifications

Respondents should include in their proposal evidence of their qualifications related to the questions below.

1. Respondents must have the authority to sell electricity to applicable retail customers in New York and be properly licensed to supply customers in both the Con Ed and NYSEG service territories.
2. Respondents should identify the specific steps utilized to enroll accounts via EDI.
3. Respondents must have the materials, time and resources to support CCA Program marketing, outreach and education tasks. Documentation should include proof of an existing local or toll-free telephone number for customer service and complaints related to the CCA Program.
4. Respondents must maintain sufficient personnel, management expertise, and financial capacity to support CCA Program operations.
5. Respondents must submit the firm's (or the firm's parent company's) most recent audited financial statement that identifies the company's long-term credit rating.

Attachment 8 - Pricing and Product Proposal

Pricing Requirements

Respondent's pricing should conform with the Compliant Bid Criteria and the following requirements as well as relevant terms of the ESA (**Attachment 1**):

1. Respondents must submit bids for 24 and 36 month terms. Respondents may also optionally submit bids for other term lengths between 12 and 36 months if the Respondent deems optional term(s) to offer improved economic benefits.
2. Exhibit A-1 and A-2 of the ESA contain other key terms that Respondents should be familiar with, and these exhibits will be updated with the final price and terms before ESA execution.
3. Pricing offers must be sufficient to cover the full costs of the Respondent. Price quotes must include all costs to be charged at the point of entry into Zone H or I inclusive of: fuel, generation use/depreciation/maintenance or repairs, transmission (including congestion costs), location-based marginal pricing uplift charges, ICAP/UCAP capacity, billing, ISO ancillary services or other ISO charges.
4. No fees will be assessed to any resident or small commercial retail customer for entering or leaving the CCA Program. Respondent will not impose any conditions, terms, fees, or charges on any Participating Consumer served by the CCA Program unless the fee is imposed by an authority to which the Respondent is subject (i.e., federal or state regulatory bodies).
5. Participating Consumers must be allowed to migrate from the Default Product to the 100% Renewable Clean Power Product at any time with no fee or penalty (other than the rate differential).
6. Individual customers must be allowed to switch to Con Ed default utility service, should they elect to do so, at any time, without penalty of any kind.
7. Neither Sustainable Westchester nor Participating Consumers will be responsible for any costs not specifically identified in Respondent's proposal. Cost elements not known with certainty at the time of the proposal should be identified, and an estimate of the charges during the term of the ESA should be provided.

8. The Selected ESCO agrees to remit a Program Manager Fee to Sustainable Westchester of \$0.001 per kilowatt-hour sold to Participating Consumers in the CCA Program. Price quotes must be inclusive of this fee. Fee payment procedures and schedule are delineated in Article 7.3 of the ESA.
9. Respondent agrees to be responsible for all taxes, royalties, fees or other charges incurred with respect to the electricity sold. See ESA Article 8.4.4.

Please provide your compliant pricing offers in the following format:

Residential or Small Commercial	Standard or 100% Renewable Supply	Term in months	Price, \$/kWh
Residential	Standard	24	
Residential	Standard	36	
Residential	100% Renewable	24	
Residential	100% Renewable	36	
Small Commercial	Standard	24	
Small Commercial	Standard	36	
Small Commercial	100% Renewable	24	
Small Commercial	100% Renewable	36	

Please provide any additional product/term options in the same format (add rows as needed):

Residential or Small Commercial	Standard or 100% Renewable Supply	Term in months	Price, \$/kWh
---------------------------------	-----------------------------------	----------------	---------------

--	--	--	--

If Respondent anticipates the need for a price adjustment for customers who come in after the first meter-read date, they may optionally fill in this table:

Rate Class	Adder per kWh
Residential	
Small Commercial	

Supply Product Requirements

Please provide a detailed description of the supply products being offered below: