

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between: **Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Ardsley (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).**

1. Background:

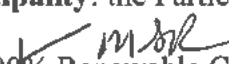
- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- m. **Public Service Commission (“PSC”)**: 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.
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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager**: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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**: the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:



- i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of Ardsley

Authorized Official Name and Title: Meredith S. Robson

Signature: Meredith S. Robson

Address: Village of Ardsley, 507 Ashford Ave. Ardsley, NY 10502

Telephone(s): 914-693-1550

E-Mail Address: mrobson@ardsleyvillage.com

Address for Notices: 507 Ashford Ave. Ardsley, ny 10502

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: Steven Rosenthal

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between: **Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”)**, and the **City/Town/Village of Hudson (the “Municipality”)**, a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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:

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- default Supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
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 - i. Residential accounts: 7.65 cents/kwh;
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 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
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 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

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- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
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 - v. the organization of the Qualifications Review and bid evaluation, all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
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 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of Croton-on-Hudson
 Authorized Official Name and Title: Janine King, Village Manager
 Signature: Janine King
 Address: 11th Wyck Street, Croton-on-Hudson, NY 10520
 Telephone(s): 914-271-4848
 E-Mail Address: jking@crotononhudson-ny.gov
 Address for Notices: Same as above

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: Steven Rosenthal
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between: **Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Dobbs Ferry (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).**

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
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- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
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2. Definitions:

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- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible Customers in connection with this CCA Program.
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3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
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 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
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 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of Dobbs Ferry, New York

Authorized Official Name and Title: Edmond Manley, Village Administrator

Signature: 

Address: 112 Main Street, Dobbs Ferry, New York 10522

Telephone(s): (914) 231-8502

E-Mail Address: villageadministrator@dobbsferry.com

Address for Notices: 112 Main Street, Dobbs Ferry, New York 10522

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Hastings-on-Hudson (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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...”
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 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

m. **Public Service Commission (“PSC”)**: 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.

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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
- b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
- c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.

4. **Roles and responsibilities of the Program Manager**: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:

- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
- 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**: the Participating Municipality agrees to:

- a. Sign the 2021 ESA for the Standard Product / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

mm
9/3/20

- i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
- ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. Term and Termination: Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of Hastings-on-Hudson _____
 Authorized Official Name and Title: Mary Beth Murphy, Village Manager _____
 Signature: Mary Beth Murphy _____
 Address: 7 Maple Ave. Hastings-on-Hudson, NY 10706 _____
 Telephone(s): 914.478.3420 _____
 E-Mail Address: villagemanager@hastingsgov.org _____
 Address for Notices: same _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: Steven Rosenthal _____
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Irvington (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
- e. **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.
- f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
- g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
- h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
- i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
- j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
- k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
- l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
- m. **Public Service Commission (“PSC”):** 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.

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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the ~~Standard Product~~ ^{LSS} 100% Renewable Clean Power Product as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

- 6. Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

Village of Irvington

Authorized Official Name and Title: Lawrence S. Schopfer, Village Administrator

Signature: _____

Address: 85 Main St., Irvington, NY 10533

Telephone(s): 914-591-4358

E-Mail Address: Lschopfer@irvingtonny.gov

Address for Notices: 85 Main St., Irvington, NY 10533

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Larchmont (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- m. **Public Service Commission ("PSC"):** 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.
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 Aggregation Program (hereafter, the "Program") that will be managed on its behalf by **Sustainable Westchester, (hereafter, the "Program Manager")** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals ("**RFP**") process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product ~~4~~ 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

- i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

Village of Larchmont

Authorized Official Name and Title: Justin Datino, Village Administrator

Signature: 

Address: 120 Larchmont Avenue, Larchmont, NY 10538

Telephone(s): 914-834-8230

E-Mail Address: administrator@villageoflarchmont.org

Address for Notices: 120 Larchmont Avenue, Larchmont, NY 10538

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the ~~City/Town/Village~~ of * (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

***TOWN OF MAMARONECK**

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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:

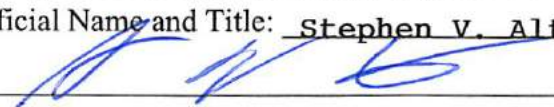
- a. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
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 - e. **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.
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 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.


- m. **Public Service Commission (“PSC”)**: 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.
3. **Purpose**: The purpose of the Memorandum of Understanding is as follows:
- To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
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 - Manage the energy procurement bidding process including:
 - the identification and notification of potential firms seeking to be the Competitive Supplier,
 - the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - the preparation of the 2021 ESA that will be included in the RFP,
 - the acceptance, secure opening, and review of the responses to the RFP, and
 - the organization of the Qualifications Review and bid evaluation,
 all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - Sign the 2021 ESA in a timely fashion subject to the conditions that:
 - the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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**: the Participating Municipality agrees to:
- Sign the 2021 ESA for the ~~Standard Product~~ / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

- i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of Town of Mamaroneck
 Authorized Official Name and Title: Stephen V. Altieri, Town Administrator
 Signature: 
 Address: 740 West Boston Post Road, Mamaroneck, NY 10543
 Telephone(s): (914) 381-7810
 E-Mail Address: svaltieri@townofmamaroneckNY.org
 Address for Notices: Same

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: 
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Hamaroneck (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the

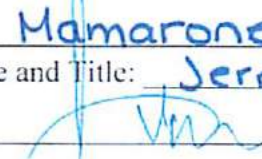
- default Supplier for all Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (“ESCO”) that procures electric power for Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- m. **Public Service Commission (“PSC”)**: 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.
3. **Purpose**: The purpose of the Memorandum of Understanding is as follows:
- To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager**: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - Manage the energy procurement bidding process including:
 - the identification and notification of potential firms seeking to be the Competitive Supplier,
 - the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - the preparation of the 2021 ESA that will be included in the RFP,
 - the acceptance, secure opening, and review of the responses to the RFP, and
 - the organization of the Qualifications Review and bid evaluation,
 all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - Sign the 2021 ESA in a timely fashion subject to the conditions that:
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 - such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
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5. **Roles and responsibilities of the Participating Municipality**: the Participating Municipality agrees to:
- Sign the 2021 ESA for the Standard Product / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

- i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
- ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. Term and Termination: Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of Mamaroneck
 Authorized Official Name and Title: Jerry Barberio Village Manager
 Signature: 
 Address: 123 Mamaroneck Avenue, Mamaroneck, NY 10543
 Telephone(s): 914-777-7703
 E-Mail Address: Jbarberio@vomny.org
 Address for Notices: 123 Mamaroneck Avenue, Mamaroneck, NY 10543

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Town/Village of Mount Kisco (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
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 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
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 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- m. **Public Service Commission (“PSC”)**: 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.
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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager**: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications Review and bid evaluation, all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
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 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Town/Village of Mount Kisco

Authorized Official Name and Title: Edward W. Brancati, Village Manager

Signature: 

Address: 104 Main Street, Mount Kisco, NY 10549

Telephone(s): (914) 864-0001

E-Mail Address: ebrancati@mountkisony.gov

Address for Notices: 104 Main Street, Mount Kisco, NY 10549

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of New Castle (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

1. Background:

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- b. The PSC subsequently issued an Order for Case 14-M-0224 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
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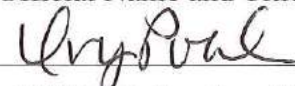
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 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
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- a. Sign the 2021 ESA for the ~~Standard Product~~ 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

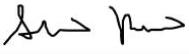
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

City/Town/Village of New Castle
 Authorized Official Name and Title: Ivy Pool, Town Supervisor
 Signature: 
 Address: 200 South Greeley, Chappaqua, New York 10514
 Telephone(s): 914-238-4774
 E-Mail Address: jshapiro@mynewcastle.org
 Address for Notices: Same As Above

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: 
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City of New Rochelle (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
 - m. **Public Service Commission (“PSC”):** 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.
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:

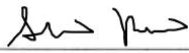
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** The Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product / 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

- 6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of New Rochelle
 Authorized Official Name and Title: Charles B. Strome III, City Manager
 Signature: 
 Address: 515 North Avenue, New Rochelle NY 10801
 Telephone(s): 914-654-2140
 E-Mail Address: _____
 Address for Notices: _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: 
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Town of Ossining (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
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 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
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 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
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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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
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- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
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 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Town of Ossining

Authorized Official Name and Title: Dana Levenberg, Supervisor

Signature:  _____

Address: 16 Croton Avenue, Ossining, NY 10562

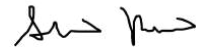
Telephone(s): (914) 762-6001

E-Mail Address: dlevenberg@townofossining.com

Address for Notices: 16 Croton Avenue, Ossining, NY 10562

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature:  _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

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 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
 - m. **Public Service Commission ("PSC"):** 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.
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 Aggregation Program (hereafter, the

- "Program") that will be managed on its behalf by Sustainable Westchester, (hereafter, the "Program Manager") under the 2021 ESA.
- b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals ("RFP") process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the 100% Renewable Clean Power Product (M2) as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit I.

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

Village of Ossining

Authorized Official Name and Title: Maddi Zachacz, Acting Village Manager

Signature:  _____

Date: 9/3/2020 _____

Address: 16 Croton Avenue, Ossining, New York 10562

Telephone(s): (914) 941-3554

E-Mail Address: kdattore@villageofossining.org

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

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature:  _____

Date: 9/3/20 _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

Resolution Authorizing Memorandum of Understanding with Sustainable Westchester, Inc., for the Continuation of the Community Choice Aggregation Program

Whereas, the Village of Pelham adopted local legislation to enable Community Choice Aggregation (CCA) (Village of Pelham Code Chapter 2B); and

Whereas, the current Electric Service Agreement for the Sustainable Westchester, Inc. CCA program terminates on December 31, 2020; and

Whereas, the Village wants to continue to engage the services of Sustainable Westchester, Inc. as the Program Manager for CCA and the operation and maintenance of the Program.

Now, therefore, be it resolved, that upon review by the Village Attorney, the Mayor is authorized to sign a Memorandum of Understanding (MOU) with Sustainable Westchester, Inc.; and

Be it further resolved, that the purpose of the MOU is to: a) establish the Village's participation in the CCA program to be managed by Sustainable Westchester, Inc. under the 2021 Electric Service Agreement (ESA); b) to affirm that the Village and Sustainable Westchester, Inc. agree to adhere to the terms and conditions of the 2021 ESA in the event the ESA is executed; c) to affirm that the Village and Sustainable Westchester, Inc. agree to execute the 2021 ESA in accord with the terms of the MOU.

Vote Record - Item # - Resolution Authorizing Memorandum of Understanding with Sustainable Westchester, Inc., for the Continuation of the Community Choice Aggregation Program						
Village of Pelham Board of Trustees Regular Meeting				Tuesday, September 8, 2020		
			Yes/Aye	No/Nay	Abstain	Absent
<input checked="" type="checkbox"/> Approved	Mayor Mullen		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approved as Amended	Trustee Carpenter	Motion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Tabled	Trustee Greco		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Withdrawn	Trustee Hill-Ries		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Discussed	Trustee Kamal Eldahry		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee Potocki		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Trustee Spira-Cohen	Second	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Pelham (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
 - m. **Public Service Commission (“PSC”):** 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.
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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

Village of Pelham

Authorized Official Name and Title: Chance Mullen, Mayor

Signature: 

Address: 195 Sparks Avenue, Pelham, NY 10803

Telephone(s): (914) 738-2015

E-Mail Address: info@pelhamgov.com

Address for Notices: 195 Sparks Avenue, Pelham, NY 10803

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between: **Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the City/Town/Village of Pleasantville (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).**

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.
- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

m. **Public Service Commission ("PSC"):** 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.

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 Aggregation Program (hereafter, the "Program") that will be managed on its behalf by **Sustainable Westchester, (hereafter, the "Program Manager")** under the 2021 ESA.
- b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
- c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.

4. Roles and responsibilities of the Program Manager: As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:

- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals ("RFP") process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
- 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: the Participating Municipality agrees to:

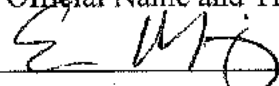
- a. Sign the 2021 ESA for the ~~Standard Product~~ 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:

E.M.

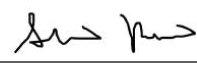
- i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
- ii. such Competitive Supplier's response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. Term and Termination: Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

City/Town/Village of Pleasantville
 Authorized Official Name and Title: 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: _____

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director
 Signature: 
 Address: 40 Green Street, Mount Kisco, NY 10549
 Telephone(s): (914) 242-4725
 E-Mail Address: steve@sustainablewestchester.org
 Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between: **Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Rye Brook (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).**

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
 - m. **Public Service Commission (“PSC”):** 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.
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:

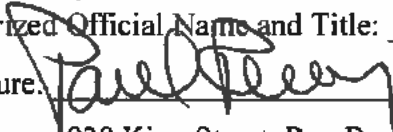
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the 100% Renewable Clean Power Product as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

Village of Rye Brook

Authorized Official Name and Title: Paul S. Rosenberg, Mayor

Signature: 

Address: 938 King Street, Rye Brook, NY 10573

Telephone(s): (914)939-0111

E-Mail Address: mayor@ryebrook.org

Address for Notices: 938 King Street, Rye Brook, NY 10573

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the Village of Tarrytown (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Customers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
 - h. **2021 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2021 for the Con Edison service territory. The 2021 ESA shall have substantially the same terms outlined in the attached 2019 ESA Template (Attached as Exhibit 1). The 2021 ESA Template tracks as closely as possible to the 2019 ESA in its content, with only minor changes regarding supplier data requirements, , additional clarification regarding NY renewable energy certificate registration, provision for recovering any NYS subsidy for CCA purchase of renewable energy certificate if such subsidy comes into force after contract signing, and deletion of the optional time-of-use product.
 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
 - j. **Qualifications Review:** A verification of the status of the Competitive Supplier as an electricity supplier in the Distribution Utility’s service territory. A precondition for attaining such status is that Competitive Supplier has met the credit requirements established by the New York Independent Systems Operator.
 - k. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - l. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.
 - m. **Public Service Commission (“PSC”):** 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.
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 Aggregation Program (hereafter, the “Program”) that will be managed on its behalf by **Sustainable Westchester, (hereafter, the “Program Manager”)** under the 2021 ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2021 ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2021 ESA, subject to the conditions of review and approval outlined in 4(c) and 5(a), below.
- 4. Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester agrees to perform all duties outlined in the 2021 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Orders, including, but not limited to, the Public Service Commission and 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 management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
 - iii. the preparation of the 2021 ESA that will be included in the RFP,
 - iv. the acceptance, secure opening, and review of the responses to the RFP, and
 - v. the organization of the Qualifications 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 2021 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021 ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.
 - 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:** the Participating Municipality agrees to:
- a. Sign the 2021 ESA for the Standard Product 100% Renewable Clean Power Product [select one and initial] as the Default Product for its residents and small businesses, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2021ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s response to the RFP is deemed by the Program Manager to be a Compliant Bid as defined in Section 2 above.

6. **Term and Termination:** Memorandum of Understanding shall expire on the earlier of December 31, 2020 or the date on which the 2021 ESA is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier. Participating Municipality shall have the right to terminate this Memorandum of Understanding for any of the reasons set forth in the Termination section of the ESA attached hereto as Exhibit 1.

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

Village of Tarrytown

Authorized Official Name and Title: Richard Slingerland, Village Administrator

Signature: 

Address: 1 Depot Plaza, Village Hall, Tarrytown, NY 10591

Telephone(s): 914-631-1785 / Fax: 914-909-1208

E-Mail Address: rslingerland@tarrytowngov.com

Address for Notices: 1 Depot Plaza, Village Hall, Tarrytown, NY 10591

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template

Board of Trustees
Village of Tarrytown
Regular Meeting No. 22
Via Zoom Video Conference
August 17, 2020
8:00 p.m.

PRESENT via Zoom Video Conference: Deputy Mayor Butler presiding; Trustees: Brown, Hoyt, McGovern, Rinaldi and Zollo; Village Administrator Slingerland; Assistant Village Administrator Ringel; Village Attorney Kathy Zalantis; Village Treasurer Hart and Village Clerk Booth

ABSENT: Mayor Fixell

MEMORANDUM OF UNDERSTANDING – SUSTAINABLE WESTCHESTER INC. –
COMMUNITY CHOICE AGGREGATION (CCA)

Trustee Hoyt moved, seconded by Trustee Brown, and unanimously carried, that the following resolution be approved: Approved: 6-0-1

Roll Call – Deputy Mayor Butler, Yes, Trustee Brown, Yes, Trustee Hoyt, Yes, Trustee McGovern, Yes, Trustee Rinaldi, Yes, Trustee Zollo, Yes

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first community choice aggregation (“CCA”) pilot program in New York State, which allowed Sustainable Westchester to put out for bid the total amount of natural gas or electricity being purchased by local residents or small businesses in participating communities; and

WHEREAS, the program, which the Village has been participating in since then, is intended to provide consumers with the ability to lower their overall energy costs, and through the actions and agreement of the participating municipalities has also been intended to prioritize the purchase of renewable or green energy resources in order to de-prioritize and lower the use and consumption of fossil fuels and other greenhouse gas emitting energy sources; and

WHEREAS, the potential benefits of CCA programs include a fixed contract term, the goal to achieve lower prices through a larger aggregated purchasing group, more favorable contract terms, and the ability to design a program that reflects local preferences and needs, including a preference for cleaner power sources; and

WHEREAS, the current Electric Service Agreement for the Sustainable Westchester CCA Program will conclude on December 31, 2020;

WHEREAS, Sustainable Westchester, Inc. will be issuing a request for proposals to suppliers to provide energy to participants and will then award a contract; and

NOW, THEREFORE, BE IT RESOLVED, that as a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Village of Tarrytown wishes to continue to engage the services of Sustainable Westchester working jointly with Westchester Power, or its successor, as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

BE IT FURTHER RESOLVED that the Village Administrator of the Village of Tarrytown is hereby authorized to execute any and all documents to give effect to this resolution, to the satisfaction of the Village Attorney.

I, Carol A. Booth, the undersigned Village Clerk, do hereby certify that the above is a true and correct excerpt of the minutes of the August 17, 2020 Board of Trustees Regular Meeting.


Carol A. Booth
Village Clerk

Dated: August 20, 2020

Official Seal



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc., a New York non-profit corporation (“Sustainable Westchester”), and the CITY OF WHITE PLAINS (the “Municipality”), a local government member of Sustainable Westchester (each a “Party” and collectively, the “Parties”).

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 on April 21, 2016, which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “CCA Order”) and on November 15, 2018 issued the “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” reauthorizing the Sustainable Westchester CCA program under a Master Implementation Plan.
- c. Sustainable Westchester’s CCA Program enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, seven additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on December 31, 2020
- e. In compliance with the PSC CCA Orders, the Municipality has adopted local legislation to enable Community Choice Aggregation.
- f. As a member of Sustainable Westchester in good standing and participant in the Sustainable Westchester CCA Program, the Municipality wishes to continue 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. **Eligible Customers** – Residential and small commercial consumers of electricity who receive Default Service from the Distribution Utility as of the Effective Date, or have been served by the program under the 2019 ESA and have not opted-out, or “Newly Eligible Consumers” that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, except those consumers who receive Default Service and have requested not to have their account information shared by the Distribution Utility. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.
- 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 Eligible Customers within the Participating Municipality, as defined in the PSC CCA Orders.

- 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 Eligible 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 2021 ESA. A Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 7.65 cents/kwh;
 - ii. Small commercial accounts: 7.65 cents/kwh
 - e. **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.
 - f. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - g. **2019 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2019 to December 31, 2020.
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 - i. **CCA Orders:** Collectively, the February 26, 2015 “Order Granting Petition in Part” issued by the PSC in Case 14-M-0564; the April 21, 2016 “Order Authorizing Framework for Community Choice Aggregation Opt-out Program” issued by the PSC in Case 14-M-0224, which sets forth the requirements, terms, and conditions under which CCA programs can proceed through implementation; and the November 15, 2018 “Order Approving Renewal of the Sustainable Westchester Community Choice Aggregation Program” issued by the PSC in Case 14-M-0564, which reauthorizes the Sustainable Westchester CCA program under a Master Implementation Plan.
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 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the management of the Request for Proposals (“RFP”) process from preparation of the content to the publication of the RFP and management of firms responding to the RFP,
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IN WITNESSETH WHEREOF, the Parties have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

CITY OF WHITE PLAINS

Authorized Official Name and Title: THOMAS M. ROACH, MAYOR

Signature: 

Address: 255 MAIN STREET, WHITE PLAINS, NY 10601

Telephone(s) (914) 422-1411

E-Mail Address: TROACH@WHITEPLAINS.NY.GOV

Address for Notices: CORPORATION COUNSEL
CITY OF WHITE PLAINS
255 MAIN STREET SUITE 205
WHITE PLAINS, NY 10601

APPROVED AS TO FORM

DATED 9/9/20
..... J. R. B. Corporation Counsel

Sustainable Westchester, Inc.

Authorized Official Name and Title: Steven Rosenthal, Interim Executive Director

Signature: 

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address: steve@sustainablewestchester.org

Address for Notices: 40 Green Street, Mount Kisco, NY 10549

Attachments: Exhibit 1, 2021 ESA Template