



AGENDA

Ardasley Village Board of Trustees - SPECIAL MEETING

7:30 PM - Wednesday, April 13, 2022

VENUE OF MEETING: TBD

BROADCAST LIVE ON VERIZON 32/35 & CABLEVISION 75

CALL IN NUMBER (914) 693-6202

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1. PLEDGE OF ALLEGIANCE

2. NEW BUSINESS:

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2.a Consider a Resolution Appointing Police Officer Tina Savarese

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2.b Consider a Resolution Authorizing the Village Manager to Execute a Memorandum of Understanding with Sustainable Westchester, Inc. for Participation in the Community Choice Aggregation Program

**3. ADJOURNMENT OF SPECIAL MEETING-
WORK SESSION**

4. NEXT BOARD MEETING:

April 18, 2022 Regular Board of Trustees Meeting - 8:00 p.m.

**RESOLUTION APPOINTING POLICE OFFICER
TINA SAVARESE**

RESOLVED, that the Village Board of the Village of Ardsley hereby appoints Tina Savarese to the position of Police Officer Fifth Grade, contingent upon successfully meeting all Civil Service requirements at the annual salary of \$48,774, effective 4/1/2022; and

BE IT FURTHER RESOLVED, that in accordance with the civil service rules and regulations of the Westchester County Department of Human Resources such appointment is subject to a probationary period of not less than 12 weeks and no more than 52 weeks.

**RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE
MEMORANDUM OF UNDERSTANDING WITH
SUSTAINABLE WESTCHESTER, INC. FOR PARTICIPATION IN THE
COMMUNITY CHOICE AGGREGATION PROGRAM**

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute a Memorandum of Understanding, as well as any and all related documentation regarding participation in a Community Choice Aggregation Program that will be managed by Sustainable Westchester located at 40 Green Street, Mount Kisco, NY 10549; and

BE IT FURTHER RESOLVED, the term of this understanding shall expire on the earlier of May 31, 2022 or the date on which the 2022 ESA (Electric Service Agreement) is signed by the Participating Municipality, the Program Manager, and the selected Competitive Supplier.

MEMORANDUM OF UNDERSTANDING
For
Participation in the Short-Term Westchester Power Extension Contract
For Communities in the Con Edison Service Territory

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 (“PSC”) 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 Participating Customers from an initial group of 20 participating municipalities in April 2016. Since then, nine additional municipalities have joined and several other municipalities are actively working towards participation.
- d. For participating municipalities in the Con Edison utility territory, the current Electric Service Agreement for the Sustainable Westchester CCA Program will terminate on the first meter read date after June 30, 2022
- 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. **2021 ESA:** The ESA which implemented the Sustainable Westchester CCA Program during the period from January 1, 2021 to the first meter read date after June 30, 2022.
- b. **2022 Extension ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing on the first meter read date after July 1, 2022 for the Con Edison service territory. The 2022 Extension ESA shall have substantially the same terms outlined in the attached 2022 Extension ESA Template (Attached as Exhibit 1) and shall have a term of no longer than six months. The 2022 Extension ESA

- Template sets out the new prices and terms, as well as any items which require clarification in the context of the extension
- c. **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 (the “CCA Framework Order”), 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.
 - d. **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 Consumers within the Participating Municipality, as defined in the PSC CCA Orders.
 - e. **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 Consumers in connection with this CCA Program.
 - f. **Compliant Offer:** Electric power supply offer from a Competitive Supplier that meets the requirements specified in this MOU and the 2022 Extension ESA. A Compliant Offer price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 12.50 cents/kwh;
 - ii. Small commercial accounts: 12.50 cents/kwh
 - g. **Default Product:** The product selected by the Municipality for supply to its Eligible Consumers upon enrollment, unless they take action to select a different product or opt out.
 - h. **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.
 - i. **Electric Service Agreement (“ESA”):** An agreement that implements a CCA Program and contains all the terms and conditions of the Program.
 - j. **Eligible Consumers –** Residential and small commercial consumers of electricity who have been served by the program under the 2021 ESA and have not opted out. 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 the 2021 ESA. the 2022 Extension ESA.
 - 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. **Participating Customers:** Eligible Consumers enrolled in the Program, including Opt-out Eligible Consumers who have been enrolled subsequent to the opt-out process and other customers who have opted in.
 - m. **Program Manager:** Sustainable Westchester, a non-profit corporation of which the Participating Municipality is a member.

- n. **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.
 - o. **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.
- 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 2022 Extension ESA.
 - b. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2022 Extension ESA in the event they execute it.
 - c. To affirm that the Participating Municipality and Program Manager agree to execute the 2022 Extension 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 2022 Extension 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 contract extension process including:
 - i. the collection of indicative pricing and other inputs against which to evaluate the 2022 Extension ESA offers,
 - ii. the preparation of the 2022 Extension ESA,
 - iii. the acceptance, secure opening, and review of the indicative pricing and 2022 Extension ESA offers, and
 - iv. the organization of the Qualifications Review, offer evaluation, and selection of a Competitive Supplier, all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
 - c. Sign the 2022 Extension ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2022 Extension ESA by the Qualifications Review, and
 - ii. such Competitive Supplier’s offer is deemed by the Program Manager to be a Compliant Offer 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 2022 Extension ESA, selecting either the Standard Product or 100% Renewable Clean Power Product [select one and initial] as the Default Product for its Eligible Consumers, in a timely fashion, subject to the conditions that:
 - i. the Competitive Supplier is deemed qualified for the duration of the 2022 Extension ESA by the Qualifications Review, and
 - ii. such Competitive Supplier's offer is deemed by the Program Manager to be a Compliant Offer as defined in Section 2 above.
- 6. Term and Termination:** Memorandum of Understanding shall expire on the earlier of May 31, 2022 or the date on which the 2022 Extension 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 2021 ESA attached hereto as Exhibit 2.

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

Village of Ardsley

Authorized Official Name and Title: Joseph L. Cerretani, Village Manager

Signature: _____

Address: 507 Ashford Avenue, Ardsley, NY 10502

Telephone(s): 914-693-1550

E-Mail Address: jcerretani@ardsleyvillage.com

Address for Notices: 507 Ashford Avenue, Ardsley, NY 10502

Sustainable Westchester, Inc.

Authorized Official Name and Title: Nina Orville, Executive Director

Signature: _____

Address: 40 Green Street, Mount Kisco, NY 10549

Telephone(s): (914) 242-4725

E-Mail Address:nina@sustainablewestchester.org

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

Attachments: Exhibit 1, 2022 Extension ESA Template
Exhibit 2, 2021 ESA

AGREEMENT TO EXTEND AND AMEND ELECTRIC SERVICE AGREEMENT

THIS AMENDMENT TO EXTEND ("Extension") is effective July 1, 2022 and entered into by and between Village of Ardsley ("Municipality"), Sustainable Westchester, Inc. ("Sustainable Westchester" or "Program Manager"), and Constellation NewEnergy, Inc. ("Competitive Supplier").

WITNESSETH:

WHEREAS, Municipality, Sustainable Westchester, and Competitive Supplier are parties to the Electric Service Agreement dated April 13, 2022, to supply energy to Participating Consumers from their first meter reads after December 31, 2020 until their first meter reads after June 30, 2022 (the "2021 ESA");

WHEREAS, the 2021 ESA is scheduled to terminate after each Participating Customer's first meter reads after June 30, 2022;

WHEREAS Municipality has chosen the [100% Renewable Clean Power Product or Standard Product] as the Default Product for Participating Consumers; and

WHEREAS, Municipality, Sustainable Westchester and Competitive Supplier have agreed to extend the 2021 ESA, with amendments, pursuant to Article 4.4 of the 2021 ESA on the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Municipality, Sustainable Westchester, and Competitive Supplier agree as follows:

1. The Term of the 2021 ESA is extended for a period of five (5) months commencing on the first meter read date on or after July 1, 2022 and ending on the first meter read date after November 30, 2022 (as set forth in Exhibit A Part 1 and Part 2 attached hereto), unless the 2021 ESA is terminated during the Term pursuant to Article 4.2.
2. Exhibit A Part 1 and Exhibit A Part 2 (collectively, "Prices and Terms") of the 2021 ESA are hereby deleted in their entirety and replaced with the Exhibit A attached hereto. The Parties agree and acknowledge that this Extension shall not terminate or modify the 2021 ESA or any terms or obligations of the Parties before June 30, 2022.
3. All capitalized terms used but not defined herein shall have the meaning ascribed to them in the 2021 ESA.

4. For the purpose of this Extension, Article 1.14 of the 2021 ESA shall be deleted in its entirety and replaced with the following:

1.14 “Eligible Consumers” – “Residential and small commercial consumers of electricity who have been served by the Program under the 2021 ESA and have not opted-out. 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.”

5. For the purpose of this Extension, Article 3.2 of the 2021 ESA shall be deleted in its entirety and replaced with the following:

3.2 NOTIFICATION TO ELIGIBLE CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such Eligible Consumer (i) of the date on which such Eligible Consumer will be automatically re-enrolled in the Program, and (ii) that Competitive Supplier will be providing Firm Full-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of the PSC Orders, Local Law, and the Program (“Opt-Out Notice”). The Opt-Out Notice shall be mailed to each such Eligible Consumer prior to the date of automatic enrollment and shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) at a minimum, provide a summary of the prices and terms included in Exhibit A; (iii) state how such Eligible Consumer may opt-out of the Program prior to re-enrollment and return to Default Service from the Distribution Utility; and (iv) state how all Participating Consumers, subsequent to re-enrollment, will also have the right to opt-out at any time and return to Default Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality.

In providing the notifications set forth in this Section, and in otherwise conducting the activities in Article 3.4 of the 2021 ESA, Competitive Supplier must rely upon information provided to it by the Distribution Utility for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Distribution Utility; and 2) it was reasonable for Competitive Supplier to rely upon that provided information. Municipality shall not be responsible for any such errors by Competitive Supplier in any event.

6. The following section shall be added as Article 20:

ARTICLE 20 AUCTION SERVICE FEE

20.1 AUCTION SERVICE FEE

Competitive Supplier shall continue to pay the auction service company, Transparent Energy (“Auction Service Company”), \$0.0001 for each kWh delivered, invoiced and paid for by Participating Consumers during the Term (“Auction Service Fee”). The Parties agree that

Competitive Supplier will remit the Auction Service Fee to the Auction Services Company for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

Payment to the Auction Service Company shall be made monthly by ACH to the account indicated by the Auction Service Company, provided that Competitive Supplier has received payment with respect to the electricity used by the Participating Consumers. The Auction Service Fee shall be paid by the last business day of the month based on revenue collected by Competitive Supplier with respect to each Participating Customer during the calendar month prior. For example, for full payments received from Participating Consumers in January the Auction Service Fee associated with those payments will be paid by the end of March. If Competitive Supplier has paid a past Auction Service Fee in error (or the payment was based on information subsequently determined invalid), it may deduct from or add to future payments due to the Auction Service Company and provide a sufficiently detailed explanation of the error.

7. The Parties agree and acknowledge that Competitive Supplier shall not perform a refresh or new customer sweep to create a list of Newly Eligible Consumers during the Term, unless agreed to in writing by the Parties.
8. This Extension shall bind the Parties and their successors and assigns upon execution. This Extension, including the Exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof.
9. This Extension contains the entire understanding of the Parties with respect to any changes contained herein. All other provisions of the 2021 ESA remain in full force and effect. Any conflict between this Extension and the 2021 ESA will be resolved in favor of this Extension.
10. This Extension may be executed in counterparts without the necessity that the Parties execute the same counterpart, each of which will be deemed an original but which together will constitute one and the same agreement. The exchange of copies of this Extension by email or facsimile will constitute effected execution and delivery of this Extension and may be used in lieu of the original for all purposes. Signatures of representatives of the Parties transmitted by email or facsimile will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, Village of Ardsley, Sustainable Westchester and Competitive Supplier have executed this Extension as of the date written below.

Village of Ardsley

By:

Name: Joseph L. Cerretani

Title Village Manager

Address: 507 Ashford Ave, Ardsley, NY 10502

Dated: _____

Sustainable Westchester, Inc.

By:

Name:

Title:

Address:

Dated: _____

CONSTELLATION NEWENERGY, INC.

By:

Name: Amanda Stewart

Title: Vice President of Retail Operations, Constellation NewEnergy, Inc.

Address: 1001 Louisiana St., Suite 2300, Houston, TX 77002

Dated: _____

EXHIBIT A – PART 1 PRICES AND TERMS – STANDARD PRODUCT

Firm Full-Requirements Fixed Price Standard Product by Rate Classification for all Participating Consumers located in Con Edison territory commencing service on the first consumer meter- read date on or after July 1, 2022.

Municipality understands that for any supply to Participating Consumers the Fixed Price includes NY Public Policy Transmission Costs and NY Tier 2 REC Program Costs based on the estimates of such costs for calendar year 2022 that were obtainable by Competitive Supplier, and Competitive Supplier will pass through to Participating Consumers any future changes, (upward or downward) to such NY Public Policy Transmission Project Costs or NY Tier 2 REC Program Costs, based on changes in such costs during the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year.

“NY Public Policy Transmission Project Costs” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services and Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“NY Tier 2 REC Program Costs” means any costs related to the purchase of Tier 2 eligible renewable energy certificates (“Tier 2 REC’s”) associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the “Order Adopting Modifications to the Clean Energy Standard” in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this ESA).

The Parties agree and acknowledge that the Fixed Price set forth below excludes costs and charges associated with changes to the obligations of New York’s Clean Energy Standard (“CES”), including but not limited to the CES Tier 2 program costs, CES Tier 4 program costs as described in the “Order Adopting Modifications to the Clean Energy Standard” in case 15-E-0302 dated October 15, 2020, as may be amended or modified from time to time during the term of this ESA. In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this ESA and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

Table 1:

Rate Class	Fixed price per kWh	Fixed price per kWh w GRT payment *
Residential	\$.#####	\$.#####
Small Commercial	\$.#####	\$.#####

** Villages and cities in Westchester assess Gross Receipts Tax on energy sales at a rate of 1.0101%. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.*

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first consumer meter read date on or after July 1, 2022 for each Participating Customer and continue until the first consumer meter read date after November 30, 2022 (“End Date”) for each Participating Customer, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of Firm Full-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Start-Up Service Date: Firm Full-Requirements Power Supply will commence at the prices stated above as of each Participating Customer’s first meter read dates on or after July 1, 2022. Service shall continue until the first customer meter read date after November 30, 2022 for each Participating Customer.

Clean Energy Standards (“Clean Energy Requirements”): The standard electricity generation mix offered to Participating Consumers under the Standard Electricity Product shall meet the minimum Clean Energy Requirements for electric power designated by New York State.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) business days’ notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier’s Standard Credit Policy: Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

Supplier shall serve Newly Eligible Consumers who enroll or are enrolled into the Program after the first Consumer meter-read date referred to above at the fixed price in Table 1 above.

**EXHIBIT A- PART 2 PRICES AND TERMS- 100% RENEWABLE CLEAN POWER
PRODUCT**

Firm Full-Requirements Fixed Price for 100% Renewable Clean Power Product by Rate Classification for all Participating Consumers located in Con Edison territory commencing service on the first consumer meter-read date on or after July 1, 2022.

Municipality understands that for any supply to Participating Consumers the Fixed Price **includes** NY Public Policy Transmission Costs and NY Tier 2 REC Program Costs based on the estimates of such costs for calendar year 2022 that were obtainable by Competitive Supplier and Competitive Supplier will pass through to Participating Consumers any future changes, (upward or downward) to such NY Public Policy Transmission Project Costs or NY Tier 2 REC Program Costs, based on changes in such costs during the remainder of term of this ESA, and which will be reflected in a future adjustment. Any such adjustments shall occur once during any calendar year.

“**NY Public Policy Transmission Project Costs**” means costs or charges imposed by the NYISO (including without limitation, Work in Progress charges or other related transmission costs not including charges under NY TOTS Project Costs or Ancillary Services and Other ISO Costs) associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this ESA).

“**NY Tier 2 REC Program Costs**” means any costs related to the purchase of Tier 2 eligible renewable energy certificates (“**Tier 2 REC’s**”) associated with the expansion of the Clean Energy Standard to include additional compliance requirements in accordance with the “Order Adopting Modifications to the Clean Energy Standard” in DPS Case 15-E-0302 dated October 15, 2020 (as may be proposed or implemented during the term of this ESA).

The Parties agree and acknowledge that the Fixed Price set forth below **excludes** costs and charges associated with changes to the obligations of New York’s Clean Energy Standard (“CES”), including but not limited to the CES Tier 2 program costs, CES Tier 4 program costs as described in the “Order Adopting Modifications to the Clean Energy Standard” in case 15-E-0302 dated October 15, 2020 and New York Public Policy Transmission costs associated with the development of the transmission facilities under the NYISO’s Public Policy Transmission Planning Process and in compliance with FERC Order No.1000 (Stats. & Regs 31,323 issued July 2011, as may be amended or modified from time to time during the term of this Agreement). In the event that changes to such regulations/orders are finalized, such changes shall be deemed a Regulatory Event as that term is defined in this Agreement and the Parties agree to amend this Exhibit A to reflect the cost impact of such Regulatory Event.

Table 2:

Rate Class	Fixed price per kWh	Fixed price per kWh w GRT payment *
Residential	\$.#####	\$.#####
Small Commercial	\$.#####	\$.#####

** Villages and cities in Westchester assess Gross Receipts Tax on energy sales at a rate of 1.0101%. This is reflected in the billed rate and remitted to the municipality by supplier as required under 8.4.4.*

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A – Part 2 will commence on the first consumer meter read date on or after July 1, 2022 for each Participating Customer and continue until the first customer meter read date after November 30, 2022 (“End Date”) for each Participating Customer, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

The period of delivery of 100% Renewable Clean Power Product shall be consistent with the provisions of Article 4 and Exhibit A – Part 2 of this ESA.

Start-Up Service Date: 100% Renewable Clean Power Firm Full-Requirements Power Supply will commence at the fixed prices stated above as of each Participating Consumer’s first meter read dates on or after July 1, 2022. Service shall continue until the first customer meter read date after November 30, 2022 for each Participating Customer.

Clean Energy Standard (“Clean Energy Requirements”): The standard electricity generation mix offered to Participating Consumers under the Standard Electricity Product shall meet the minimum Clean Energy Requirements for electric power designated by New York State.

100% New York Voluntary EDP Eligible RECs -- This Exhibit A-Part 2 includes a voluntary purchase of Renewable Energy Certificates (“RECs”) which comply with the attribute delivery rules set forth in the New York Generation Tracking System (“NYGATS”) Operating Rules, supporting the NY EDP Program that are sourced from NY EDP Eligible Renewable Resources in an amount equal to 100% of the Participating Consumers’ electricity usage. Competitive Supplier anticipates that the RECs provided hereunder will be generated primarily by hydroelectric facilities, but some portion of the RECs may be generated by wind, solar or other facilities, and Competitive Supplier reserves the right to source the RECs from any qualifying NY EDP Eligible Renewable Resource. For clarifications purposes, this amount includes any then-current New York clean energy standard requirements applicable to energy service companies in New York as of the Effective Date of this Agreement plus additional NY EDP Eligible Voluntary RECs in an amount equal to 100% of the customer’s usage. Each REC represents environmental attributes associated with one MWh of electricity generated by a renewable fuel type defined by NYGATs Operating Rules, dated May 18, 2018, but does not include any tax credits, depreciation allowances or third-party subsidies of any kind. Competitive Supplier does not represent or

warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. For purposes of this Agreement:

- i. "NY EDP Eligible Renewable Resource" means any electric power generator meeting the NY EDP Program eligibility criteria of a NY renewable energy generating source which comply with the attribute delivery rules set forth in the NYGATS Operating Rules, supporting the NY EDP Program, as of the Effective Date of this Agreement. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. RECs will be retired for all participants collectively at the Program level.
- ii. "NY EDP Program" means the environmental disclosure program administered by the New York State Department of Public Service, through which load serving entities periodically inform their customers of the fuel source, emissions and other characteristics of the electricity resources supplied to them.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) business days' notice to the Competitive Supplier of such termination and Competitive Supplier will notify Distribution Utility to resume service as soon as possible after such notification. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Default Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

Supplier intends to serve Newly Eligible Consumers who enroll and are enrolled into the Program after the first consumer meter-read date referred to above at the fixed price in Table 2, above.

In the event that New York State institutes a subsidy for CCA purchase of RECs after the signing of this ESA that is applicable to all or any portion of the Competitive Suppliers obligations under this ESA, Competitive Supplier shall pass through the full subsidy to Participating Consumers in the form of a rate reduction.