

*Village of Canton, New York
Local Law #2 of the Year 2021*

LOCAL LAW

***Community Choice Aggregation Program Law
of the Village of Canton, New York***

Be it enacted by the Board of Trustees of the Village of Canton, New York, as follows:

- I. The Canton Village Code is amended by adding a new Chapter, numbered Chapter 127 and entitled “*Community Choice Aggregation Program*,” to read as follows:

§127-1. *Legislative Findings; Intent and Purpose; Authority.*

- A. The Village of Canton, New York (*hereafter, “Village”*) supports the policy of the State of New York to reduce costs and provide price certainty for the purpose of consumer protection and economic development, to expand access and opportunities for customers in retail energy markets, and to promote the sustainability and resilience of energy systems through the proliferation of renewable energy, energy efficiency, and Distributed Energy Resources (*hereafter, “DER”*).
- B. Among the initiatives that may advance these objectives is Community Choice Aggregation (*hereafter, “CCA”*). CCA is a policy that, taking into account local resources, priorities and challenges, empowers local governments, among other things, to select default energy offerings on behalf of its residents and small businesses. Energy delivery shall remain the responsibility of the Distribution Utility.
- C. By establishing a CCA Program, it is the Village’s goal to provide Participating Customers with the potential to lower and stabilize their energy costs, to spur local clean energy innovation and investment, to reduce environmental impact, and to help achieve New York State’s goals set forth in the Reforming the Energy Vision initiative (“REV”) and the Climate Leadership and Community Protection Act; thereby fulfilling the purposes of this Chapter and fulfilling a public purpose.
- D. The Village may choose to collaborate with other local governments to form an inter-municipal CCA Program.
- E. This Chapter establishes the authority for the Village, to implement a CCA Program to the full extent authorized by the State of New York Public Service Commission Case #14-M-0224 “*Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs*” (*issued April 21, 2016*) as may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case #14-M-0224 (*collectively, the “CCA Orders”*), which shall include, without limitation, acquiring utility data and selecting one or more Energy Suppliers on behalf of Participating Customers.

- F. The Village hereby implements this Community Choice Aggregation Program pursuant to New York Municipal Home Rule Law §10(1)(ii)(a)(12), and as authorized by CCA Orders. This Chapter shall be known and may be cited as the “*Community Choice Aggregation Program Law of the Village of Canton, New York.*”

§127-2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meaning indicated herein:

- A. AGGREGATED DATA means information aggregated and anonymized at the municipal level that are used to support Program design and solicitations for energy offerings.
- B. CCA ADMINISTRATOR means the third-party duly authorized to administer the CCA Program including, without limitation, to request Aggregated Data and Customer Specific Data; to solicit Energy Offerings on behalf of Default Customers; and to offer Participating Customers additional opportunities to participate or enroll in programs or projects related to DER. The CCA Administrator shall be responsible for program organization, administration, procurement, communications, and for meeting all requirements for program implementation specified in the CCA Orders, unless otherwise specified.
- C. CCA ORDERS means the Public Service Commission’s Order Authorizing Framework for Community Choice Aggregation Opt-Out Program, issued on April 21, 2016 in Case #14-M-0224, “*Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs,*” as it may be amended from time to time, including subsequent orders of the Public Service Commission issued in connection with, or related to, Case #14-M-0224
- D. COMMUNITY CHOICE AGGREGATION PROGRAM (or CCA Program) means the Community Choice Aggregation Program enabled by this local law.
- E. CUSTOMER-SPECIFIC DATA means personal data and utility data for Default Customers including, without limitation, customer name, mailing address, account number, and primary language, if available, and any customer-specific alternate billing name, and address.
- F. DEFAULT CUSTOMER means a customer of electricity and/or natural gas services eligible to participate on an opt-out basis in the CCA Program (as set forth in the CCA Orders) or a customer who subsequently becomes eligible to participate in the CCA Program. To the extent permitted by the CCA Orders, the Village may limit Default Customers to specific geographic areas, specific service classes, or otherwise defined segments of the Village’s population. For the avoidance of doubt, a Default Customer must reside or be otherwise located within the geographic boundaries of the Village, as such boundaries exist as of the date an Energy Contract goes into effect.

- G. DER PROVIDER means a provider of products and/or services related to Distributed Energy Resources.
- H. DISTRIBUTED ENERGY RESOURCES (or *DER*) means local renewable energy projects, community distributed generation (e.g., *community renewables*), energy storage, peak demand management, energy efficiency, demand response, community resilience micro-grid projects, and other clean energy projects and initiatives that reduce cost of service for Participating Customers, optimize system benefits, and/or address infrastructure and demand challenges within the geography of the CCA Program.
- I. DISTRIBUTION UTILITY means the owner or controller of the means of distribution of electricity or natural gas in the Village. The Distribution Utility also serves as the default supplier of electricity or natural gas preceding the establishment of a CCA Program.
- J. ENERGY CONTRACT means an agreement to provide a default Energy Offering to Participating Customers as entered into by and between the Energy Supplier, Village and/or CCA Administrator.
- K. ENERGY OFFERING means any product or service authorized by the CCA Orders to be part of a CCA Program, including, without limitation, electricity or gas supply; community distributed generation; demand response or load management; energy efficiency; or other *DER*.
- L. ENERGY SERVICES COMPANY (or *ESCO*) means an entity duly authorized to conduct business in the State of New York as a generator of electricity and/or natural gas or other entity that procures and resells electricity or natural gas.
- M. ENERGY SUPPLIER means an *ESCO*, *DER* Provider, or a provider of other energy products or services that provides a default Energy Offering for Participating Customers in connection with this Chapter.
- N. PARTICIPATING CUSTOMER means a Default Customer of the CCA Program who has not opted out, and a non-Default Customer of any service class who has voluntarily enrolled in the CCA Program.
- O. PUBLIC SERVICE COMMISSION (or *PSC*) means the New York State Public Service Commission.
- P. VILLAGE means the Village of Canton in St. Lawrence County, New York.

§127-3. Authorization of a Community Choice Aggregation Program.

- A. The Community Choice Aggregation Program is hereby authorized by the Village, which may implement said Program to the full extent authorized by CCA Orders.

- B. The Village may enter into Energy Contracts with one or more Energy Suppliers on behalf of Participating Customers.
- C. The Village may enter into one or more agreements with other municipalities, non-profits, consultants, and/or other third parties to develop and implement the *CCA* Program, to act as *CCA* Administrator and/or to develop offers of *DER* products and services to Participating Customers.
- D. The operation and ownership of the utility service shall remain with the Distribution Utility. The Village's participation in the *CCA* Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Village shall not take over any part of the electric or gas transmission or distribution system.
- E. The Public Service Commission supervises retail and *DER* markets and participants in these markets through regulatory authority, which includes rules relating to the eligibility of participating *ESCOs* and *DER* Providers, the operation by which they provide energy services, and the terms on which they may enroll customers.

§127-4. Eligibility.

- A. All Default Customers shall be enrolled in the *CCA* Program on an opt-out basis. Such Default Customers will have the right to opt-out of the *CCA* Program before an Energy Contract goes into effect or dis-enroll any time thereafter with no penalty. Default Customers who do not opt-out before the Energy Contract goes into effect will be enrolled automatically.
- B. The *CCA* Administrator shall issue one or more solicitations to Energy Suppliers to provide default Energy Offerings to Default Customers and may then award Energy Contracts in accordance with the *CCA* Program, this Local Law, and the *CCA* Orders.

§127-5. Opt-Out Process.

- A. The *CCA* Administrator shall mail a program notification letter, printed on municipal letter-head, to Default Customers at least thirty (30) days prior to customer enrollment. The letter shall include information on the *CCA* Program and the Energy Contract executed with the selected Energy Suppliers, including specific details on rates, price, benefits, services, contract term, and methods for opting out of the *CCA* Program. The letter shall explain that Default Customers who do not opt-out will be enrolled in the *CCA* Program under the Energy Contract terms and that information on those customers, including energy usage data, will be provided to the Energy Supplier.
- B. After the initial 30 day opt-out period, all Participating Customers shall have the option to dis-enroll from the *CCA* Program at any time without penalty.

§127-6. Data Protection Requirements.

- A. The CCA Administrator may request Aggregated Data and Customer Specific Data from the Distribution Utility.
- B. Customer-Specific Data shall be protected in a manner compliant with, collectively, (i) all national, state, and local laws, regulations and other government standards relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Village or its representative's processing of confidential utility information; (ii) the Distribution Utility's internal requirements and procedures relating to the protection of information that identifies or can be used to identify an individual Default Customer or Participating Customer that apply with respect to the Village or its representative's processing of confidential utility information; and (iii) the CCA Orders and PSC rules, regulations and guidelines relating to confidential data.
- C. The CCA Administrator shall enter into an agreement with the Distribution Utility that obligates each party to meet the above provisions of this paragraph.

§127-7. Administration Fee.

The CCA Administrator may collect, or cause to be collected, fees from Energy Suppliers and/or funds from Participating Customer payments to pay for administrative costs associated with operating the CCA Program.

§127-8. Reporting.

- A. The CCA Administrator shall prepare and file with the Village Board of Trustees an annual report by March 31 of each year concerning the operations of the CCA Program for the previous calendar year.
- B. Each annual report shall include, at a minimum, the following: (i) number of Participating Customers served; (ii) number of Participating Customers cancelling; (iii) number of complaints received; (iv) commodity prices paid; (v) value-added services provided (e.g., *installation of DER or other clean energy services*); and (vi) administrative costs collected. The first annual report shall also include the number of customers who opted-out in response to the initial opt-out letter or letters.
- C. If an Energy Contract is scheduled to expire less than one year following the filing of an annual report, such annual report shall describe current plans for soliciting a new Energy Contract, negotiating an extension, or terminating the CCA Program.

§127-9 Severability.

The invalidity or unenforceability of any section, subsection, paragraph, sentence,

clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

- II. This Local Law shall be effective immediately upon being filed with the New York State Secretary of State.