

The Power of Partnership



A Local Development Corporation

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## MEETING MINUTES

### Municipal Electric and Gas Alliance, Inc., Board of Directors April 22, 2016 – The Otesaga Resort Hotel

- Present:** Michael Stamm, Bob Edwards, Heather Brown, Karen Sullivan, Steve Hoover, Mark Taylor, Mack Cook, Allen Olsen, Jack Wheeler
- Excused:** Crystal Abers, Mary Pat Hancock
- Guests:** Gordon Boyd, Anna Baluyot, David Wiers, Energy Next; Jill Luther, Stephen Acquario, NYSAC; Jonathan Wood, Corporation Counsel; Omay Elphik, Gravity Renewables
- Staff:** Ronald Feldstein, Douglas Barton, Barbara Blanchard, Jennifer Luu, Louise Gava

#### Call to Order and Approval of Agenda

Chairman Stamm called the meeting to order at 12:02 p.m.

#### Confirmation of Executive Committee Actions

It was Moved by Mr. Edwards, seconded by Mr. Taylor and unanimously adopted by voice vote of members present to confirm the actions taken by the Executive Committee at a special meeting convened on March 25, 2016. Mr. Boyd stated that the extensions enhance pricing for customers and both extensions are allowed within the bids and program agreements. Genesee County will be taking action in the next several weeks.

#### Resolution - Extension of Program Agreement with Constellation Energy

Whereas, MEGA has program agreements for electricity supply with Constellation through October 31, 2018 in NYSEG, National Grid, and RG&E utility areas, and

Whereas, MEGA has the option of extending current program agreements from the current contract period through October 31, 2020 which would provide longer term pricing options, now therefore be it

RESOLVED, That the Executive Committee of the MEGA Board of Directors approves extension of the existing Program Agreement with Constellation for a term through October 31, 2020 and authorizes the President to sign such extension.

## **Resolution - Extension of Program Agreement with Direct Energy**

Whereas, MEGA has program agreements for natural gas supply with Direct Energy through October 31, 2018 in NYSEG, National Grid, and RG&E, National Fuel Gas, and Consolidated Edison utility areas, and

Whereas, MEGA has the option of extending current program agreements from the current contract period through October 31, 2020 which would allow longer term pricing options, now therefore be it

RESOLVED, that the Executive Committee of the MEGA Board of Directors approves the extension of the existing Program Agreement with Direct Energy for a term through October 31, 2020 and authorizes the President to sign such extension.

At a Special Meeting of the Executive Committee of the Municipal Electric and Gas Alliance convened on March 25, 2016, I hereby certify that the foregoing resolution was duly adopted with the following members present and voting:

### **Resolution – Authorization to Amend and Extend Existing Agreement for Renewable Electricity from Solar Energy Facilities**

It was Moved by Mr. Wheeler, seconded by Ms. Sullivan and unanimously adopted by voice vote of members present. It was noted that the contract extension is permitted within the bid and program agreement.

WHEREAS, on August 6, 2013, the Tompkins County Legislature approved Resolution No. 4303, to issue a Request for Proposals on behalf of the Municipal Electric and Gas Alliance for the development of Renewable Energy Systems pursuant to regulations of the New York State Public Service Commission allowing for remote net metering, and

WHEREAS, All political subdivisions and districts within the State of New York were authorized by the same resolution to participate in the contracts awarded as a result of this procurement, and

WHEREAS, a Program Agreement with Solar City Corporation, of San Mateo, California, was executed on January 22, 2014 pursuant to the outcome of the procurement process, and such Agreement provided for two one-year term extensions at MEGA's option with SolarCity's consent, and

WHEREAS, SolarCity has requested a term extension of one year to December 31, 2017, and, now therefore be it

RESOLVED, MEGA agrees to the one-year extension and affirms that that all other terms and conditions of the Original Agreement, and any subsequent amendments or modifications thereto, remain in full force and effect, and MEGA authorizes the President and CEO to execute an amendment to the Agreement necessary to effectuate the same.

## **Resolution – Authorization to Amend and Extend Existing Agreement for Renewable Electricity from Micro-Hydroelectric Facilities**

It was Moved by Ms. Brown, seconded by Mr. Taylor and unanimously adopted by voice vote of members present. It was noted that the contract extension is permitted within the bid and program agreement.

WHEREAS, on August 6, 2013, the Tompkins County Legislature approved Resolution No. 4303, to issue a Request for Proposals on behalf of the Municipal Electric and Gas Alliance for the development of Renewable Energy Systems pursuant to regulations of the New York State Public Service Commission allowing for remote net metering, and

WHEREAS, All political subdivisions and districts within the State of New York were authorized by the same resolution to participate in the contracts awarded as a result of this procurement, and

WHEREAS, a Program Agreement with Gravity Renewables, LLC of Boulder, Colorado, was executed on January 22, 2014 pursuant to the outcome of the procurement process, and such Agreement provided for two one-year term extensions at MEGA's option with Gravity's consent, and

WHEREAS, Gravity has requested a term extension of two years to December 31, 2019, as well as an explicit commissioning in-service deadline of December 31, 2025 for projects under development and contracted under the Agreement, in order to satisfy Public Service Commission Transition Order of April 17, 2015, now therefore be it

RESOLVED, MEGA agrees to two one-year extensions and the addition of an in-service deadline for projects contracted pursuant to this Agreement, and authorizes the President and CEO to execute an amendment to the Agreement necessary to effectuate the same.

## **Resolution – Modification and Extension of Contract for Energy Consulting Services**

It was Moved by Mr. Taylor, seconded by Mr. Wheeler and unanimously adopted by voice vote of members present. Mr. Wood explained that during consultations with the current insurance carrier, it was suggested that contracts contain an indemnity and defend clause along with insurance requirements. He noted the resolution also allows for the termination of the agreement by giving reasonable notice.

Whereas, MEGA and EnergyNext, Inc. have entered into a Contract for Energy Consulting Services dated April 1, 2011, and amended said contract February 5, 2015, and

Whereas, MEGA is satisfied with the performance of EnergyNext, Inc. in carrying out its obligations pursuant to such Contract, and

Whereas, certain terms of the Contract require modification to align them with a long term businesslike and orderly corporate relationship, and

Whereas, MEGA desires to provide for the continuation and growth of these consulting services for a commercially reasonable time period, as well as providing both MEGA and EnergyNext, Inc. with an equitable basis for strategically planning the future of both organizations, now therefore be it

RESOLVED, That Article V. A. "Term" be changed from December 31, 2019 to December 31, 2015,

RESOLVED, further, That Article XVI is hereby added to read follows:

#### **ARTICLE XVI. INDEMNIFICATION AND INSURANCE**

EnergyNext shall indemnify, hold harmless and defend MEGA and its officers, employees and agents from and against any and all claims and actions brought against MEGA and its officers, employees and agents arising out of the performance of this contract by EnergyNext, its employees, subcontractors or agents including but not limited to claims or actions for injury or death to any person or persons or damage to property.

EnergyNext shall maintain the following minimum limits of insurance or as required by law, whichever is greater.

##### **A.) Workers' Compensation and New York Disability**

Workers' Compensation - Statutory coverage complying with NYS Workers' Compensation Law Section 57, Contractor must submit one of the following:

- CE-200 - Certification of Attestation of Exemption Form NYS Workers' Compensation and/or Disability Benefits Coverage available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp>, OR
- CE-105.2 - Certification of NYS Workers' Compensation Insurance (U-26.3 f or State Insurance Fund version), OR
- SI-12 - Certificate of NYS Workers' Compensation Self Insurance, OR
- GSI-105.2 - Certificate of NYS Workers' Compensation Group Self-Insurance Employers' Liability \$1,000,000

Disability Benefits Requirements - Statutory coverage complying with NYS Workers' Compensation Law Section 220 (8) Contractor must submit one of the following:

- CE-200 - Certification of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage, OR
- DB120.1 - Certificate of Disability Benefits Insurance, OR DB155 - Certificate of Disability Self-Insurance

NOTE: Proof of NYS Workers' Compensation and NYS Disability Benefits must be provided on NYS forms as listed above (complete information available at <http://www.wcb.ny.gov/content/main/forms/AllForms.jsp> or Bureau of Compliance at (866) 546-9322).

##### **B.) Commercial General Liability including, contractual, independent contractors, products/completed operations**

- Each Occurrence \$1,000,000
- General Aggregate 2,000,000
- Products/Completed Operations Aggregate 2,000,000

- Personal and Advertising Injury 1,000,000
- Fire Damage Legal 50,000
- Medical Expense 5,000

\* General Aggregate shall apply separately to the services prescribed in the contract

\* It is expressly understood and agreed by the Contractor that the insurance requirements specified above, contemplate the use of occurrence liability forms.

\* MEGA and its officers, employees and agents are to be included as Additional Insureds on a primary and non contributory basis

C.) Business Auto Coverage Liability for Owned, \$1,000,000 CSL or Hired and Non-Owned Autos 500,000 Per Person BI 1,000,000 Per Accident BI 250,000 PD Split Limits

D.) Professional Liability - \$1,000,000 or Errors and Omissions Liability - \$1,000,000

RESOLVED, further, that MEGA agrees to provide EnergyNext with a 90 day written notice of its intent to discontinue the Program at a time prior to the end of the term.

RESOLVED, further, that all other provisions of the Contract between MEGA and EnergyNext, Inc. remain in effect,

RESOLVED, further, That the President & CEO is hereby authorized to execute the Second Amendment to Consulting Agreement.

## **Staff Reports**

Staff reports were included in the agenda packet as follows:

## **President's Report April 2016**

### **Budget and Finance and Participation**

As our Treasurer will report, fiscal 2015-2016 will reiterate decades of financial calm for MEGA. This years' expansion of marketing costs was expected to draw some from our reserves. Investments in allied association sponsorships including participation in events and publications brought anticipated extra expenditures and participants. Sizeable increase in insurance premiums and attorney's fees will certainly impact the annual budget report for the past and current years. We are projecting an increase in income in 2016 of 24.5%, which includes \$95,400 we are taking from reserves.

Expenditures are rising by just over 25 percent. In addition to the increases in legal and insurance fees we have also had \$85K budgeted for special projects. This spending is dependent on the success of our Community Choice Aggregation Project as well as other possible REV related initiatives. Both of those numbers will directly affect how much we will need to use from reserves for the year. We have lost very few participants during the fiscal year and have been adding many new accounts. We are also pleased to report that the following customers, having signed agreements during the previous quarter, now appear in the commission reports:

- City of Albany (electric & gas)
- Clinton County Community College (electric)
- Saugerties Central Schools (gas, electric already in)

- Town of Binghamton (electric & gas)
- Town of Niskayuna (gas, electric already in)
- Village of Delhi (electric)

Additionally, as energy prices have decreased considerably as has the total degree days, yet our royalty income climbs. The answer is quite simple: we continue to increase our participant roll while retaining well over 98% of our participants. (Current participant list is attached.) As you are well aware, in the energy industry, the number of variables affecting pricing is abundant. As the current supply charges for gas and electric are very low, our ESCO's are in the process of re-signing participants for up to three years thus obtaining the value of the current savings. (The Board will consider contractual extensions with our ESCO partners. Utility bills are always a moving target, and MEGA's research and advice to participants is the foundation for our being and success.

## **Renewables**

Considerable progress has been achieved with respect to the interconnection problem(s). In conjunction with the NYSAC February event, Gordon and I had the opportunity to meet with Public Service Commission Chair, Audrey Zibelman. High on our agenda was the interconnection problem. We advised the Chair that nearly 900 megawatts of generation were being held captive by the NYS' utilities. This aggregate is comparable to the power generated by the FitzPatrick Nuclear Power Plant in Oswego that has been scheduled to close. A short time after our meeting, the Commission established procedures by which the process of interconnection application, review and approval has been streamlined and improved. We have been receiving royalties from our solar partner and expect to soon receiving the same from our hydro partner.

In the past we discussed The PSC's requirement that future net metering credits would be calculated on a volumetric credit rather than a monetary basis. This effectively diminishes a customer's the return on renewable investment. It has been determined that renewable prospects utilizing MEGA's procurement vehicle will be able to receive monetary credits. This has enabled our renewable partners continue to achieve success in their marketing.

## **Extension of Agreements**

As previously mentioned, economical natural gas and electric supply costs are at very low, desirable levels. With less than 18 months remaining on the agreements, ESCO personnel are contacting MEGA participants about extensions. As is tradition, participants generally sign agreements up to three years. These extensions are provided for in the initial agreements. Additionally, similar requests for extension have been received from our renewable partners. Many delays including interconnection, crediting and others have delayed progress. With many such projects in the pipeline extensions are mandatory

## **Public Service Commission Actions**

We will receive a considerable update on Community Choice Aggregation and MEGA's petition. I am awed and appreciative of the work of our consultants and their counsel in the considerable workload in the preparation and review of this exciting initiative.

In other business the PSC, in an order issued Feb. 23rd, took the surprising step of effectively shutting down the competitive retail electricity market in the state for the majority of residential and small commercial (mass market) customers. The order would limit energy service companies (ESCOs) to serving mass market customers under contracts that either (1) guarantee customer cost savings in comparison to utility rates or (2) guarantee that the energy

delivered to mass market customers consists of at least 30 percent renewable energy. This limit would apply not only to new customers but also to contract renewals, and it purports to become effective on March 4, 2016, 10 calendar days from issuance of the order. The order would not apply to customers involved in a CCA agreement. The order is the latest in a series of state regulatory actions triggered by consumer complaints.

The New York Supreme Court for the County of Albany issued a temporary restraining order in response to petitions from various ESCO parties seeking an order declaring the PSC's order void, for various legal deficiencies.

MEGA has many residential electric and some natural gas residential customers. Direct Energy, our gas ESCO has notified MEGA residential customers that they will be no longer doing business with them and will transfer them to the utility. Constellation (electric ESCO) has said 3 they will wait until the matter is resolved in the courts and with the PSC before taking action. More information might be available at our meeting.

### **Sponsorships and Partnership**

Our partnership with NYSAC continues to be both effective and productive. NYSAC continues to provide advocacy and open doors for us among municipalities and the State. A similar productive relationship exists with the New York State Conference of Mayors and Municipal Officers. Current sponsorships with the New York State Association of School Business Officials and the New York State Association of Municipal Purchasing Officials have provided several municipal contacts. More recently MEGA has establishes sponsorships with the New York State Library Association and the New York State Public Housing Directors Association. We will be exhibiting and conducting a workshop at the NYS Clean Energy Conference in June.

### **Litigation**

To be discussed in executive session.

### **Insurance**

We undertook a review of MEGA's insurance policies with our broker. Tompkins Insurance Agencies. We determined that the existing policy was negotiated back when MEGA represented but a few municipalities and was far from the substantial corporation that currently exists.

MEGA's former program consisted of a general liability policy and a directors and officers liability policy. General liability insurance covers bodily injury and property damage that the insured causes in the course of their operations. Directors and Officers policies are designed to cover attempted or alleged "wrongful acts" of the board. The definition of wrongful act is described in the policy but would include such issues as neglect, breach of duty, and misstatements. It was found that neither of these overages would be appropriate to cover the professional advice that MEGA affords to its participants during the process of securing energy suppliers or programs

To insure against claims brought against MEGA in this area, a professional liability policy was secured. A professional liability policy is designed to insure against a claim that alleges that based on MEGA's professional advice, an entity suffered a loss.

Professional liability does not cover the legal advice that is given by in house counsel. Due to the professional licensing that a lawyer requires, they are held to a higher standard. So

in order to insure counsel, an employed lawyer's policy is needed to insure against claims arising out of counsel's services. We are in the process of negotiating such coverage.

On the agenda is the amendment to the EnergyNext/MEGA agreement that names MEGA as additional insured in E/N's insurance. As well, the E/N agreement is extended until March 2021 to correspond with the ESCO's extensions.

### **Customer Relations Manager's Report April 2016**

Participated in the NYSAC Legislative Conference in February with other MEGA team members which concluded with the MEGA Board meeting on February 3rd.

Met with Michael Borges, Director of the NYS School Business Officers Association, one of our new relationships that offer increased access and support to NYSASBO members. Worked with Mike to identify one of the Association's members for service on the MEGA Board of Directors. Great to welcome Allen Olsen, Kingston City School District Assistant Superintendent for Finance and Administration! Allen lives in Saugerties and is already engaged in a potential project there with Omay Elphick and the Gravity Renewables group.

Also met with Peter Baynes, Director of the NYS Conference of Mayors, to get his nomination for a representative to the MEGA Board. Mack Cook, City of Cortland Director of Administration and Finance has accepted this nomination. Mack is familiar with MEGA and has attended some events where our paths crossed. Welcome to both of these new additions to the MEGA Board!

Much of my time, as with all the team, has been focused on the Community Choice Aggregation (CCA) program development. The work done by Louise Gava, Gordon and the legal team – Young & Sommers – as well as Jonathan Wood as MEGA's legal counsel has been prodigious. I can take little or no credit for any of this but look forward to assisting with community education events as the program unfolds. The uncertain time table associated with this activity makes planning too far ahead very iffy. Will our petition to the PSC for a Pilot CCA be approved or will we have to wait until all the rules and regulations are set before beginning outreach to communities in earnest? Will we be able to keep all the communities that submitted support letters for the petition on board if they are not part of the initial aggregation? Will the PSC launch other new program initiatives that may be of interest to MEGA and what strains would that put on our financial and personnel resources? Fodder for Board discussion.

While we don't yet have all the royalty reports in, we expect that the results of our work with Rensselaer County Executive Kathy Jimino and the presentations she arranged with municipalities in the county will gain us new participants. Even with all the focus on CCA and other activities associated with the PSC's REV proceedings, we need to continue to expand our customer base and events such as this are helpful in pursuit of that goal.

Met with the Executive Director of the Central New York Regional Planning & Development Board to discuss the status of MEGA generally. Two counties served by the CNY RPDB – Onondaga and Cayuga – continue to be challenges. That being said, we met with Cayuga County representatives in early April and received quite a cordial reception. Gordon and I were accompanied by Todd Loucks (Direct Energy) and Jeff Hills (Constellation) and have followed up with the County Manager to determine next steps.

Participated in the County Solar webinar hosted by NYSAC and MEGA several weeks ago. Not sure of its value as it appeared to be aimed more at individual home owners rather than our participants.

Worked with staff to develop some alternative approaches to CCA at such time as the PSC allows us to go forward.

Participated in the NYS Public Housing Directors Association conference in April. This group came to our attention through the meetings in Rensselaer County noted earlier. A Troy Housing 6 Authority official attended our presentation and suggested we attend the NYSPHDA conference and exhibit. Doug and I and Joanne Foresta (Energy Next) attended this two day event in Verona and found it potentially fertile new territory. We made many contacts – Joanne is also the Chair of the Saratoga Springs Housing Authority so that made a natural tie-in for discussions with conference attendees. We have about six very positive leads (we think) and will be planning to attend this conference next year where we can most likely do a full scale presentation on energy issues and the MEGA programs in particular.

What began as a slow quarter ended in a flurry of activity which will continue over the next several months. Stay tuned for a busy spring and summer.

*Ms. Blanchard also noted that in the next several months she will be reaching out to corporate members for assistance in updating contact information in the Sugar System. Mr. Taylor stated Schuyler County is very interested in new programs and would like to hear more about renewables and CCA. He requested that staff come and meet with legislators or provide a PowerPoint to be viewed. Ms. Sullivan stated she would like the same for Otsego County.*

## **Business Relations Manager Report April 2016**

### **Business Partnership/Relationship Update**

\*Continued with bi-weekly calls with Solar City to monitor current projects. These calls include EnergyNext and NYSAC as we work toward bringing the projects on line. NYSAC and Solar City also organized a solar webinar that was offered to many of our MEGA partners.

\*Working with the NY Conference of Mayors and NYS School Business Officials as they are planning this year's conferences that we will be participating in. I am also working with the school officials on creating a survey that will give us guidance on how the schools make the decision on the purchase of electric and gas.

### **Customer/Business Calls**

Attended a meeting with the PSC. Gravity Renewables, Energy Next and I met with an attorney representing the PSC and a representative from NYSERDA concerning the issue of interconnection. The requests from the utility, the change in utility personnel and the communications between the two were a major part of the discussion. The PSC seems to understand the interconnect problems, but at the same time, only want to deal with these one project at a time rather than trying to create a practice that is understood by all parties and is resolved in a reasonable timeframe. The attorney is also meeting with reps from National Grid and is suggesting a meeting between the utility, the PSC and Gravity Renewables. This will take place after Gravity provides the PSC with project information.

Did a presentation to the Nichols Town Board (at their request) to discuss the future of Community Choice Aggregation.

Met with the City of Binghamton and Gravity Renewables to discuss a project they are working on. It is a plan for a micro-grid that will include utilizing the Rockbottom Dam. The power generation from the dam would have to be flood resistant. They were very positive

concerning the potential of working with Gravity and have asked for a second meeting. *Mr. Barton noted the second meeting has since occurred and this is moving forward.*

I introduced Dan Murphy of Constellation to the owner of Taylor Garbage. Taylor runs a number of facilities in Broome and Tioga counties. One of these is a single stream recycling facility. The annual electric consumption is over 1 million KWH per year. Following the meeting, they signed a 1 year contract with Constellation.

### **Other Business**

Participated in the NYS Public Housing Officials conference at Turning Stone. The interest we received from the conference participants was very good compared to other conferences we have participated in. A number of good leads were received and will be followed.

Attended a meeting with our insurance carrier to discuss current levels of coverage and looked at areas that MEGA is underinsured. I am sure Ron will give a more detailed report on this meeting.

*Mr. Barton stated that over the past year there have been increased activities with both NYCOM and NYSASBO. He has been very impressed with both organizations. He also noted that work has also begun with the NYS Public Housing Authorities Association.*

### **Treasurer's Report**

#### **Q4 Royalty Report**

Since Q2 1999, nearly \$5 million in royalties have been received between 5,214,620,596 KWH and 75,655,784 Therms being consumed. The organization is helping customers manage \$600,000,000 in energy costs which is less than 1 percent statewide. In 2015, a record of \$641,311 in royalties was received through the standard electric and natural gas programs and the first renewables payment.

### **EnergyNext Team Consultant Report April 2016**

The report was distributed with the agenda packet.

1. Curtailment services
  - a. Curtailment services. Johnson Controls, Inc. has marketed very effectively to more than a dozen MEGA municipalities.
  - b. However, US EPA and DEC have imposed new air quality rules that will cut participation in the program, from facilities with older diesel generators. Some of our participants will make the cut, others not.
2. Remote Net Metering
  - a. Interconnection backlog update. Interconnection requests beginning to be approved by utilities. DPS established an "ombuds-" staff to intermediate projects with utilities. MEGA consultants and Gravity met with DPS/National Grid March 31, a meeting that Gravity was pleased with. Tompkins County executed agreement with Gravity in March.
  - b. Gravity and SolarCity requesting extensions of existing agreements to pursue additional prospects under existing Program Agreement.

3. Community Choice Aggregation, Case 16-M-0015
  - a. Comment period ended March 31. Joint Utilities asked PSC to defer MEGA application. MEGA reply comments filed, demonstrating readiness.
  - b. Thirty-three letters of interest and support.
  - c. Aggregate data discovery fruitful, should facilitate bidding process if and when PSC approves. ESCOs desire Peak Load Contribution (PLC) information, so far not available via our favorite data source.
  - d. Draft Agreement package under way: Muni-MEGA Agreement, Intermunicipal Agreement, Muni Resolution. Review by J. Wood to come, then MEGA leadership.
4. Community Net Metering
  - a. Both SolarCity and Gravity see potential
  - b. Brainstorming memo from L. Gava summarizes
5. Marketing and Customer acquisition
  - a. Participated in meeting with Rensselaer County municipalities with B. Blanchard. CNG Program status.
  - b. City of Hudson provided account information, is receiving refresh offers.
6. Regulatory change. PSC ends “mass market” supply service.
  - a. PSC ordered ESCOs to end service to residential/non-demand customers.
  - b. Supreme Court stayed PSC order.
  - c. Constellation continuing to serve MEGA customers (<350 in all)
  - d. Direct Energy has returned very small natural gas MEGA customers back to utility service; financial impact is minimal. One customer known to be affected: Village of Groton.

### **Community Choice Aggregation Program Lead Report April 11, 2016**

The report was distributed with the agenda packet.

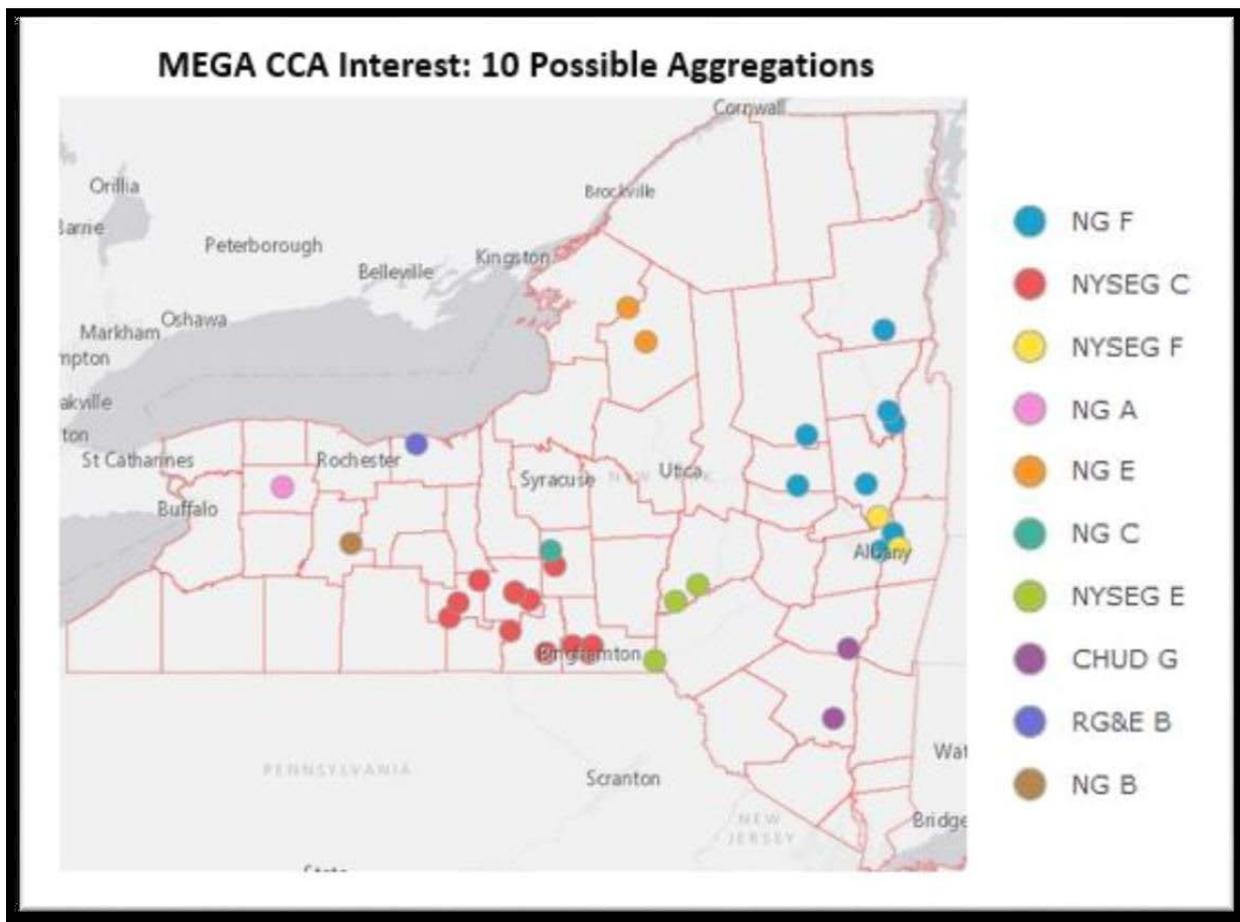
MEGA reached another milestone on March 28th which marked the end of the comment period for the petition to the NYSPSC for a demonstration Community Choice Aggregation (CCA) program. The comment period was relatively quiet, allowing the time for two additional counties to submit letters of support and receipt of comments from Climate Action Associates and the Joint Utilities. Climate Action Associates offered MEGA access to aggregate data needed for the CCA bidding process and supported the demonstration project. The Joint Utilities reinforced comments they previously made with their overarching request that the Commission defer MEGA’s demonstration project until there is additional information from the generic CCA proceeding and/or the Sustainable Westchester CCA pilot program. The nature of these comments was not unexpected.

What is still very uncertain is how the Commission will react now that they can take action on MEGA’s petition. A decision could be reached as early as the Commission’s April or May meeting, though may be substantially longer. When a decision is returned it is likely that the Commission will shape the scope of the demonstration project, perhaps asking MEGA to proceed with only a subset of the thirty-three participants who submitted letters of interest. Given that aggregations must be built within the same utility territory and NYISO load zone,

MEGA's interest forms ten possible aggregations with 70% falling into two large aggregations (see map below).

Recognizing that approval could come at any time, effort has begun to draft documents and develop timelines. After MEGA is authorized to implement CCA programs the expected first step is approaching the 33 interested participants (or some subset requested by the Commission) with an Aggregation Agreement. This document commits the municipality to working exclusively with MEGA for the CCA development process and clearly outlines the roles of MEGA and the municipality. Once an Aggregation Agreement is in place, MEGA will begin to invest resources into CCA education, support the municipality in passing a Resolution authorizing CCA, and signing an Inter-municipal Agreement. The Resolution is required by the Commission and the Inter-municipal Agreement formalizes the aggregation relationship.

I continue to track the progress (and challenges) faced by the only existing NY aggregation program and build connections with industry partners who can support our CCA efforts. Energy Next's parent company Satori has been especially valuable as their Illinois experience is used to develop the details of the MEGA CCA model.



*Update: Ms. Gava reported the Public Service Commission ruling was released just the other day and they will have more oversight than originally anticipated. The ruling also includes implementation and data protection plan, which was part of the MEGA petition. People will need to opt out of the program for small commercial and residential and other larger companies than choose to opt in. The municipal supremacy issue has also been resolved; authorization will occur at the city/town/village level, not at the county level. CCA is also part of REV and MEGA's focus will be to offer those opportunities.*

*Ms. Baluyot reported the order is positive for New York and certainly consumer choice. MEGA has participated each step of the way through the petition process and the organization is looked at by the PSC as a trusted partner. She stated the steps Satori took in Illinois will be applied similarly in New York State.*

## **NYSAC Report**

Ms. Luther stated there was excellent turnout at the NYSAC Legislative Conference in February. With CCA coming to the forefront, NYSAC would like to have a workshop around it at the September conference. She stated NYSAC hosted a solar webinar in April and the slides are available on the NYSAC website. A solar survey will be going out to counties in the next few weeks. She noted the Spring-Summer NYSAC News will include an article from Omay at Gravity Renewables.

Mr. Acquario stated that if it wasn't for MEGA, the State would be nowhere near the hydro/solar levels they are at.

## **Old Business**

None

## **New Businesslike**

It was Moved by Mr. Edwards, seconded by Ms. Brown and unanimously adopted by voice vote of members present to approve a memorial contribution of \$1000 in Ellen Salerni's name to the Livestrong Foundation.

## **Adjournment**

It was Moved by Mr. Wheeler, seconded by Mr. Taylor and unanimously adopted by voice vote of members present to adjourn the meeting at 12:55 p.m.

Minutes prepared by Jennifer Luu.