

Monthly Report to LaFayette Town Board

LaFayette Advisory Conservation Commission (LACC)

August 4, 2022

Submitted by: Mark Distler, LACC Chair

These are the LACC activities between July 7 and August 4, 2022:

1. **Membership** – No change.
2. **Meetings** – No meeting was held. The next one is scheduled for September 27.
3. **Projects & Programs** - See attached status summary of projects requested by the Town Supervisor and programs selected to build a community conservation culture. Of note:
 - a. Attached is the proposed Memorial Tree and Bench Program for Stafford Park. The Program is planned to be rolled out to Town residents by the end of August. The communication plan is included in the attachment. We are asking for comments, suggestions and questions, as well as approval to put the Program on the Town's website. I will present on the Program at the meeting.
 - b. LACC developed SEQR Enhancement training (per Comprehensive Plan Goal 2) with the Town Attorney and Town Engineer. The recommendation was submitted to the Town Board on July 12. The training is being provided to the Town Board on August 9 and will be offered to the Planning Board and ZBA thereafter.
 - c. Attached are recommendations to support Community Solar and other clean energy opportunities. I will make a presentation of the opportunities at the meeting.

Attachments: LACC Project Status Summary
Memorial Tree & Bench Program, Stafford Park
Community Solar Recommendation

LACC Project/Program Status Summary

LACC Project & Program Status Summary

	<u>Objective</u>	<u>Project Team</u>	<u>Current Actions</u>	<u>Previous Actions</u>
Projects				
Senior Center	Develop landscaping design that will connect visitors to the nature of Stafford Park	Kelly, Larkin, Mark	ON HOLD -Design ravine landscape & new park plantings in Spring '23	-Met ESF to discuss their involvement -Received Supervisor's and Optimist's approval to proceed w/ ESF -Got construction ROM cost estimates for ravine & nature trail plantings
Parks	Propose concepts to increase visitor's awareness of nature and/or environment	Amy, Keith, Mark, Markus	-Decide with Optimists on program's final details -Roll-out program to Town -Decide on option for Bailey Park	-Developed list of concepts -Finalized list of plantings for ESF by September; involve Optimists & Prince -Drafted tree/bench memorial program -Received Supervisor approval to obtain cost estimates -Worked out transaction details w/ Chartrand & Marzo -Designed tree and bench locations -Obtained latest cost estimates
Electric Vehicle Charging Stations	Develop scope & cost for stations on Town property	Mark, Rachel	-Receive cost estimate from MakeReady contractor -Provide cost estimate and ROI to TB & recommend grant applications	-Contacted CNYRPDB to learn about funding options -Got Supervisor approval to contact contractors -Met with MakeReady contractor at Town office to start cost estimate process -Discussed concepts with Supervisor
Agritourism	Recommend approaches to create a Town initiative	Isabella, Larkin, Markus	-Consider farm products census	-Discussed possible scopes with Supervisor -Discussed possible projects with Palmer & McConnell
Invasive & Hazardous Plants	Propose approaches to manage the risk of invasive & hazardous plants at our parks	Claire, Kelly, Craig	-Repost wild parsnip posters in parks in Spring -Recommend offer to educate residents on identifying & reporting invasive species -Develop educational materials about 3 invasive species	-Discussed with Supervisor prior to identification -Prepared warning signs for installation at parks -Developed fact sheet
Land Use Independent Study (AI 2-1)	Conduct an independent study of regulatory techniques and land use controls to manage future development in order to preserve the Town's public vistas and critical environmental and agricultural areas	Mark, Kelly	-Obtain funding -Establish review committee -Conduct study -Draft recommendations to TB	-Developed SOW for expert consultant & requested proposals -Received proposal from land use expert
SEQR Enhancement (AI 2-6)	Enhance understanding of the SEQR process by all review boards to protect our natural resources from the potential negative impacts of development	Mark, Kelly, Doug	-Deliver program to Town Board first -Update and deliver program to PB & ZBA	-Evaluated needs by interviewing those conducting SEQR reviews -Developed focused enhancement purpose -Researched enhancement options to meet needs -Recommended enhancement program to Supervisor -Prepared recommendation for program with SMEs
UNA & CEA (AI 2-10)	Inventory and identify sensitive environmental areas in the Town and designate Unique Natural Areas (UNAs) or Critical Environmental Areas (CEAs) as defined by the NYSDEC	Mark, Amy, Larkin	-Survey experts & town residents for potential CEAs -Write description & rationale of potential CEAs -Review draft recommendations with review boards -Submit recommendations to TB	-Decided UNAs are the same as CEAs -Drafted initial list -Spoke with NYSDEC

LACC Project/Program Status Summary

Tree Planting Program (AI 2-12)	Establish a tree planting program for Town-owned properties and public ROWS	Mark, Rachel, Keith, Markus, Doug	-Inventory trees on Town properties -Develop cost estimate for new tree plantings -Research funding availability -Develop tree care program -Submit program recommendation to TB -Implement new tree planting and care program	-Decided to exclude ROWs from program since they are private properties -Identified properties and prepared maps of each
Community Solar	Promote NYS Community Solar program with residents	Mark	-Write follow-up newsletter article -Pending TB approval, manage Town subscription, benchmarking, community campaign, CEC designation	-Wrote newsletter article -Obtained cost savings estimate for Town to subscribe to solar project -Recommended 3 opportunities to TB

Culture Building Programs

Town Newsletter Articles	Provide communications that increase resident's awareness to nature and environmental conservation	Rotating authors	-Write 4Q article on invasive plants, due September -Future topics: glass recycling	22Q3 - Community Solar 22Q2 - Solar Farm law 22Q1 - People & plastics 21Q4 - LACC update, plastic recycling 21Q3 - LACC update, tick safety
Town Website	Post conservation topics on a LACC web page	Mark	-Continually update content	-Obtained Supervisor & IO approvals -Added existing content to the site page -Monthly updates
NYSACC Newsletter	Write article about LACC for NYSACC's quarterly newsletter	TBD	-Write article about LACC -Take photos of LACC, Bailey Park, Wild Parsnip, Stafford Park tree planting	

Completed Projects (since April 2021)

Solar Farms	Propose recommendations to revise and update the solar farms law (§290-32 (H))	Carole, Kelly, Doug	COMPLETED	-Researched other towns' guidance -Drafted recommendation edits to current law -Completed internal review -Submitted recommendations memo to Supervisor -Submitted recommended edits to Town Attorney -Present proposed recommendations to Town Board
Comprehensive Plan Goal #2	Lead the execution of the 12 action items listed under Goal #2 of the 2021 Comprehensive Plan	Mark	COMPLETED	-Prepared plan to complete Goal #2 action items -Identified volunteers and subject matter experts needed to conduct 5 action items for 2022 -Held kickoff meetings
Comprehensive Plan Update	Participate on Tiger Team to update 2012 Comprehensive Plan	Carole, Kelly, Mark	COMPLETED	-Submitted input on vision, goals, objectives, action items -Provided input on land use approaches -Wrote FAQs for public communication -Prepared for public open house & hearing (10/28) -Provided input on revisions to CP based on public input -Define and organize the Comprehensive Plan Implementation Committee (CPIC)
Bailey Park Tree Planting	Coordinate planting of trees at Bailey Park to replace those removed	Amy, Mark	COMPLETED	-Obtained cost quote to plant 5 trees -Received Supervisor's approval -Coordinated planting & residents' donation
Apple Valley Park Noise	Provide technical support of noise & noise ordinance	Mark	COMPLETED	-Conducted noise evaluation during concert, submitted report -Recommended revisions to noise ordinance

Memorial Tree & Bench Program

Stafford Park, LaFayette NY

The Town of LaFayette and the LaFayette Optimists Club have developed a Memorial Tree & Bench Program, described herein, at its Stafford Park to give LaFayette residents the opportunity to sponsor a tree or bench in memory of loved ones.

Trees & Benches

The attached aerial photos identify the species and locations of trees and locations of benches available for resident sponsorships. The photos will be updated periodically to show tree and bench locations that are already sponsored.

The LaFayette Optimists Club will plant and care for the trees and plaques. Each new tree will be approximately 6 feet tall. For trees that die early due to causes beyond of the control of the Optimists, the resident will be given first choice to sponsor a new tree.

The LaFayette Optimists Club will install and care for the benches and plaques. There will be two choices of benches as shown below, Malibu and Heritage. The Heritage bench will be located in the Pond area, while the Malibu will be at all other locations. All benches will be 6-feet wide and include anchoring. The Malibu is made of recycled plastic with a life expectancy of 10 years. The Heritage is made of recycled plastic seat and back and powder-coated cast aluminum frames with a life expectancy of 20 years. After the life of the bench, as assessed by the Optimists, the resident will be given first choice to sponsor a new bench.



Malibu



Heritage

The Heritage model is the same bench used in Onondaga County's bench sponsorship program and can be seen in Onondaga Lake Park.

Memorial Plaques

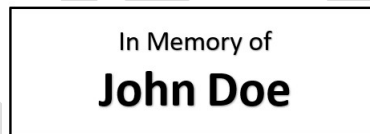
Tree plaques: 6 x 8 aluminum plate on 20” aluminum post, installed at base of tree



Bench plaques: 3 x 9 aluminum plate with plastic engraved insert, installed on top of bench back



Each will have standardized wording, shown below, but can be customized with a maximum of 45 characters upon approval of the Optimists. No other signage is permitted.



The Optimists will replace plaques that are lost or vandalized.

Request & Approval Process

Residents interested in sponsoring a tree and/or bench can submit their request to the Town Clerk, by:

- Emailing (townclerk@townoflafayette.gov) the Sponsorship Request and Agreement Form (Form) found on the Town website: [link](#)
- Calling (315-677-3674) about the sponsorship request

The Town Clerk will forward requests to the LaFayette Advisory Conservation Commission (LACC). The LACC will contact the resident to review the request and finalize the Form, then coordinate sponsorship payment (due before the Optimists place the tree/bench order).

The Form provides sponsors a choice of:

- Location in the park for their tree or bench (the Optimists will select the exact location in the requested area).
- Tree species and bench model

Timing

Trees will be planted up to twice per year: in Spring and/or Fall, therefore sponsorship requests need to be received by March 1 for Spring planting and by August 1 for Fall planting. Benches will be ordered

and installed once per year between May and September, therefore bench sponsorship requests need to be received by April 1. Sponsors will be notified of scheduled planting and installation dates.

Responsibilities

- The Town, via the LACC, is responsible for responding to resident requests, and approving or denying the requests.
- The Optimists are responsible for purchasing, installing and maintaining the trees, benches and plaques.
- Interested residents are responsible for submitting sponsorship requests to the Town Clerk and upon approval, submitting payment to the Optimists.

Sponsorship Fees

The following are sponsorship fees for trees and benches requested in 2022:

Trees:	All species	\$540
Benches:	Malibu	\$820
	Heritage	\$1,540

Warranty

The trees and benches will be owned by the Optimists Club. There is no warranty, implied or expressed, to sponsors.

Attachments

- Memorial Tree & Bench Locations
- Sponsor Request & Agreement Form

Review/Approval Process

1. Marzo & Prince review & approval - DONE
2. McConnell review & comment - DONE
3. Town Clerk review - DONE
4. Town Accountant review - DONE
5. **Town attorney review**
6. Collect quotes for trees, plaques and benches – Winter '21/'22 - DONE
7. Finalize details & costs above – Summer '22 - DONE
8. Prepare above attachments – Summer '22 - DONE
9. Town Information officer review of communication process – August '22 - DONE
10. **Review of final program details (all of the above people), TB approval – August 9**
11. **Approval of final website page content – August 29**
12. **Roll-out to community (item 2 under Communication) – August 31**

Communication Process

1. Post the above program description & attachments on Town Website (under Community/Park & Facilities) – Sue to mock up page, add to my PPT
2. Post announcement with link on Town Facebook and website notifications page
3. Put program announcement in Town newsletter
4. Place signage at Park, referring to Town Website or call Clerk – Mark to contact vendor, (Sue to design)



Memorial Tree and Bench Locations – Stafford Park, LaFayette, NY



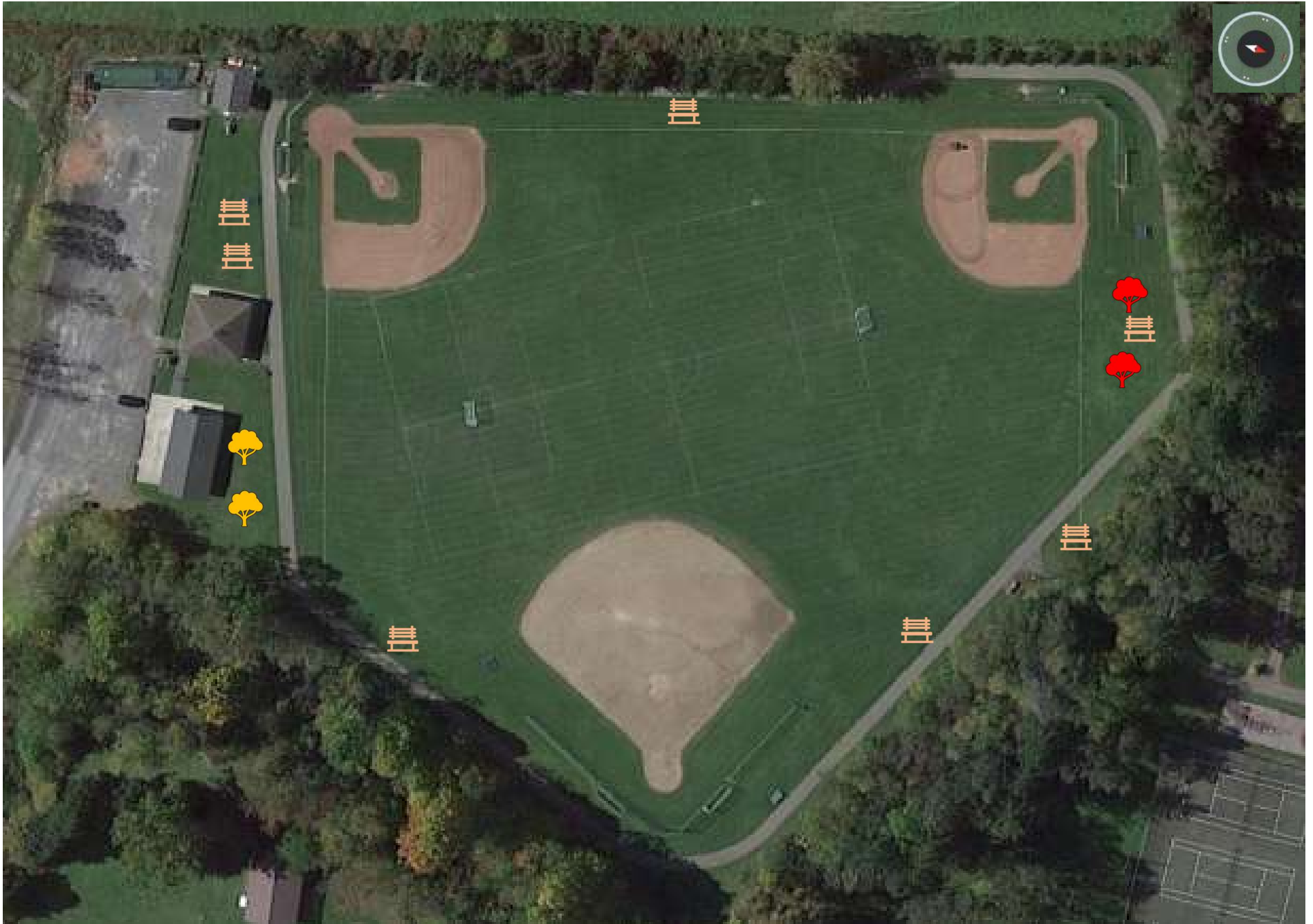
Tree Legend

-  Red Maple
-  Japanese Tree Lilac
-  Bloodgood Sycamore
-  Kousa Dogwood (pink)
-  Dawn Redwoods
-  Cleveland Select Pear

Bench Legend

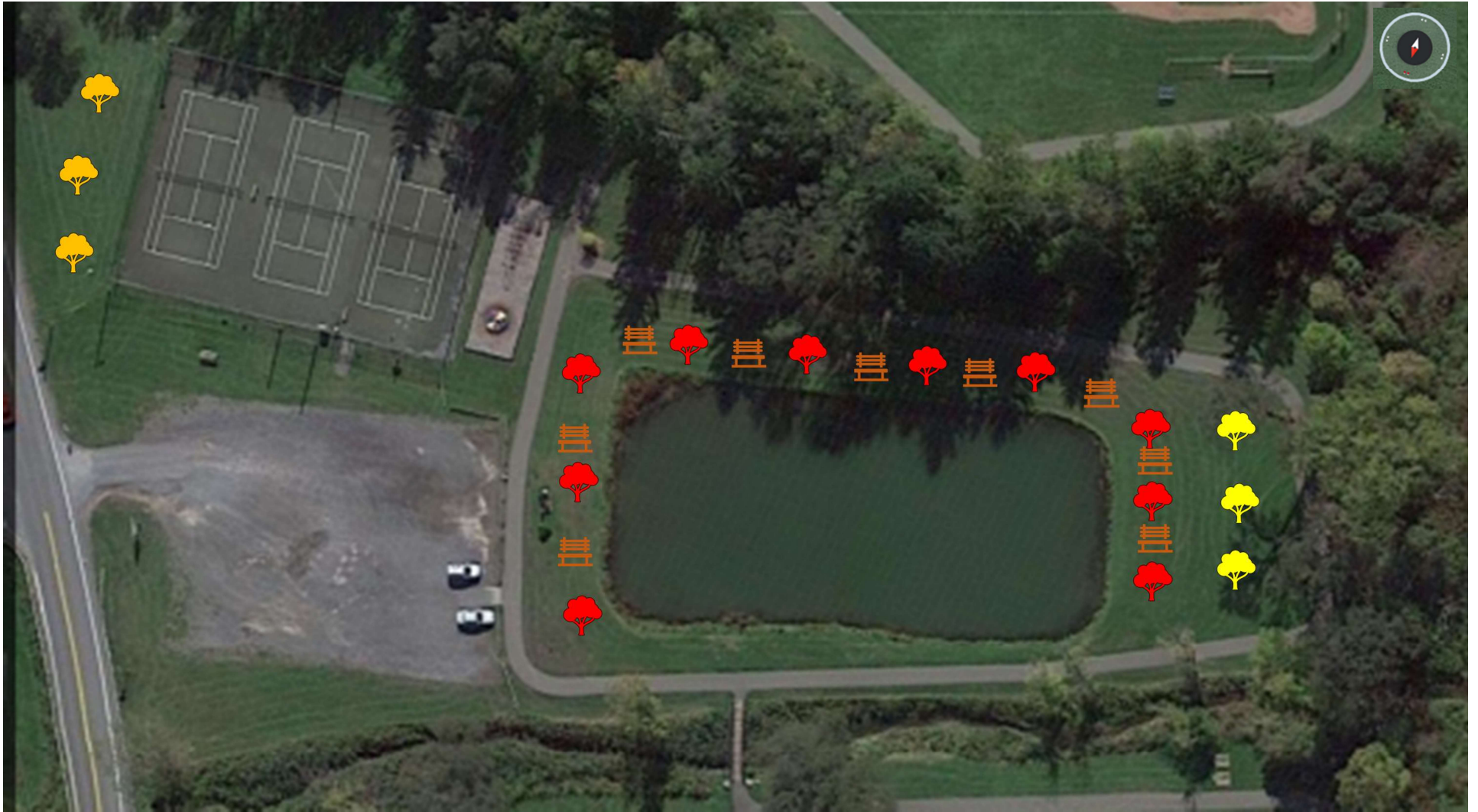
-  Malibu bench
-  Heritage bench

Memorial Tree and Bench Locations – Stafford Park, LaFayette, NY



South Ballfields

Memorial Tree and Bench Locations – Stafford Park, LaFayette, NY



Pond & Courts

Memorial Tree and Bench Locations – Stafford Park, LaFayette, NY



Playground & Dog Park

Sponsor Request & Agreement Form

Memorial Tree & Bench Program

Stafford Park, LaFayette NY

Sponsor Name: _____ Request Date: _____

Street Address: _____, LaFayette, NY 13084

Phone No: _____ Name of Loved One: _____

Tree Species: _____

Tree or Bench Location (check one):

South Ballfields _____ Ponds & Courts _____ Playground & Dog Park _____

Sponsorship Amount: \$ _____

Sponsorship Agreement

- Sponsor agrees to make sponsorship payment prior to Optimists placing order. Payment shall be a personal check made payable to The LaFayette Optimists Club.
- Sponsor is aware of and agrees with the terms of the *Memorial Tree & Bench Program* (posted on TOL website).
- LaFayette Optimist Club agrees to install and maintain trees, benches and memorial plaques as stated in the *Memorial Tree & Bench Program*

Sponsor Signature: _____

LaFayette Optimists Signature: _____

Recommendation for Community Solar LaFayette Advisory Conservation Commission

To: William McConnell, Town Supervisor
Carole Dywer, Town Councilor
Jerry Marzo, Town Councilor
Melanie Palmer, Town Councilor
Steve Zajac, Town Councilor

From: Mark Distler, LACC Chair

Date: August 4, 2022

This recommendation addresses some of the Town's Comprehensive Plan goals:

Goal 2, Action Item 8: Work to reduce the Town's environmental footprint through better management of pollution, waste material, and use of energy and water resources.

Goal 4, Action Item 4: Promote the use of green energy and green infrastructure in developments throughout the Town.

Goal 4, Action Item 6: Consider becoming a Climate Smart Community

Purpose

The LACC is the Lead Party of Goal 2, obligated to address the goal's action items. Earlier this year we submitted a recommendation to the Town Board to revise the Town's solar farm law. In addition, we worked with the Codes Department to update the unified solar permit application, and submitted for credit under the NYSERDA Clean Energy Community (CEC) program.

In addition, this year we wrote a Town newsletter article about NYS's Community Solar program, which provides a monthly discount on electricity bills if the account holder subscribes to a solar project (also referred to as solar farm). In our research, we learned of opportunities for the Town to save on its electricity costs, become a designated Clean Energy Community, and earn a \$5k grant to use toward energy reduction projects.

Opportunities

1. Community Solar

NYS has a program, titled Community Solar, encouraging solar power development by providing a discount on electricity bills for individuals and municipalities who subscribe to a solar project. Subscribing to a community solar project means the rate payer enters into a contract with the project owner, who then requests National Grid to allocate a portion of the electric power produced by the solar project to the rate payer's bill. In return, the rate payer gets a discount of up to 10% of their monthly electricity bill.

It costs nothing. It's a built-in discount on an ever-increasing monthly bill, supports renewable energy, and the subscriber can get out of the agreement with no penalty with a 60 to 180-day notice.

We asked PowerMarket, broker for the Sentinel Height solar project, for an estimate of savings for the Town's eligible electricity accounts. With Supervisor McConnell's approval and Tom Chartrand's help, we provided account information needed to calculate an accurate estimate. Of the 13 Town accounts, 9 were eligible for a discount, 3 were not because they did not meet the minimum annual usage, and 1 other (highway garage) was not eligible because its power demand exceeded the maximum. PowerMarket estimated the annual cost savings of \$3,802 or 9% of the total annual electric bills of the 9 eligible accounts.

The only drawback of the Community Solar subscription is that the one solar project in LaFayette is fully subscribed. If the Town decides to subscribe to Community Solar, it will need to subscribe to another (available) project in the National Grid NY region.

2. *Clean Energy Community*

With the assistance of CNYRPDB, we learned that the Town can earn CEC designation and be eligible for a \$5k grant from NYSERDA if it subscribes to Community Solar (assuming the subscription achieves a 10% emissions reduction from municipal buildings 1,000 square feet and larger). The first step in proving the 10% emissions reduction is to calculate baseline emissions from the buildings using Energy Star's Portfolio Manager tool online and with the help of the CNYRPDB. This process is called "benchmarking" and can also earn the Town additional points in the CEC program towards additional CEC grants (up to \$100k total).

There is no cost to the Town for the benchmarking program. The LACC will coordinate the program with CNYRPDB and National Grid, who will do most of the data entry, and the LACC will submit the annual report to the Town Board and have it posted on the Town's website.

To begin the benchmarking program, approval of a template resolution (attached) is required. The resolution commits the Town to:

- Allowing energy usage by its buildings >1,000 sf be entered in Portfolio Manager
- Maintain energy records (such as bills, which we already do)
- Submit an annual report to the Town Board
- Make the annual report available on its website

Another CEC action the Town can pursue to earn points is to launch a local community solar campaign. The Community Campaign is an effective way to encourage community adoption of solar power. If 10 residents subscribe to community solar thanks to efforts of the local campaign, the Town would earn 200 points in the CEC program, helping work toward another grant opportunity. At no cost to the Town, PowerMarket will send marketing materials, in the form of a postcard or letter, to each National Grid account holder in LaFayette. The LACC will coordinate the campaign with PowerMarket for the Town and keep the Town Board aware of and prior to the marketing activities.

The attached analysis provided by PowerMarket provides more detail about Community Solar and the Community Campaign. There is a third opportunity detailed in the attachment, Opt-Out Community Solar, that we are not recommending at this time.

Recommendations

Based on the savings and grants available to the Town at no cost, the LACC is recommending the following:

1. **Community Solar:** Approve the LACC to take the first step to subscribe the Town's eligible electricity accounts to Community Solar by selecting a solar project and conducting a legal review of the subscription agreement. The step after that will be the Town Board passage of a resolution approving the agreement.
2. **Community Campaign:** Approve the LACC to take the first step to conduct a community campaign by developing a marketing plan with PowerMarket for subsequent Town Board approval and a scoping document for NYSERDA approval.
3. **Benchmarking:** Approve the attached resolution that establishes new Building Energy Benchmarking Policy and procedures (outlined above).

Follow-up

If any of the recommendations are approved, the LACC will provide updates to the Town Board.

Attachments: Benchmarking Resolution
PowerMarket Community Energy Program, Opportunities Analysis

IN THE MATTER

OF

**THE TOWN OF LAFAYETTE ESTABLISHING
ENERGY BENCHMARKING REQUIREMENTS
FOR CERTAIN MUNICIPAL BUILDINGS**

RESOLUTION

The **TOWN OF LAFAYETTE BOARD OF TRUSTEES**, in the County of Onondaga, State of New York, met in regular session at the Municipal Building, located at 2577 US Route 11, in the Town of LaFayette, County of Onondaga, State of New York, on the August 9 at 6:30 PM.

The meeting was called to order by Supervisor McConnell, and the following were present, namely:

Carole Dywer, Town Councilor
Jerry Marzo, Town Councilor
Melanie Palmer, Town Councilor
Steve Zajac, Town Councilor

Also Present: **[Members]**

Absent: **[Members]**

The following resolutions were moved, seconded and adopted:

WHEREAS, buildings are the single largest user of energy in the State of New York; the poorest performing buildings typically use several times the energy of the highest performing buildings—for the exact same building use; and

WHEREAS, collecting, reporting, and sharing building energy data on a regular basis allows municipal officials and the public to understand the energy performance of municipal buildings relative to similar buildings nationwide, and equipped with this information the Town of LaFayette is able to make smarter, more cost-effective operational and capital investment decisions, reward efficiency, and drive widespread, continuous improvement; and

WHEREAS, the Town of LaFayette Board of Trustees desires to use Building Energy Benchmarking, a process of measuring a building's energy use, tracking that use over time, and comparing performance to similar buildings, to promote the public health, safety, and welfare by making available good, actionable information on municipal building energy use to help identify opportunities to cut costs and reduce pollution in the Town of LaFayette; and

WHEREAS, as such the Town of LaFayette Board desires to establish procedure or guideline for Town of LaFayette staff to conduct such Building Energy Benchmarking; and

NOW THEREFORE, IT IS HEREBY RESOLVED AND DETERMINED, that the following specific policies and procedures are hereby adopted and imposed as active and affirmative financial internal control procedures of the Town of LaFayette;

BUILDING ENERGY BENCHMARKING POLICY/PROCEDURES

§1. DEFINITIONS

(A) “Benchmarking Information” shall mean information generated by Portfolio Manager, as herein defined including descriptive information about the physical building and its operational characteristics.

(B) “Building Energy Benchmarking” shall mean the process of measuring a building’s Energy use, tracking that use over time, and comparing performance to similar buildings.

(C) “Commissioner” shall mean the head of the Department.

(4) “Covered Municipal Building” shall mean a building or facility that is owned or occupied by the Town of LaFayette that is 1,000 square feet or larger in size.

(5) “Department” shall mean the Town of LaFayette.

(6) “Energy” shall mean electricity, natural gas, steam, hot or chilled water, fuel oil, or other product for use in a building, or renewable on-site electricity generation, for purposes of providing heating, cooling, lighting, water heating, or for powering or fueling other end-uses in the building and related facilities, as reflected in Utility bills or other documentation of actual Energy use.

(7) “Energy Performance Score” shall mean the numeric rating generated by Portfolio Manager that compares the Energy usage of the building to that of similar buildings.

(8) “Energy Use Intensity (EUI)” shall mean the kBTUs (1,000 British Thermal Units) used per square foot of gross floor area.

(9) “Gross Floor Area” shall mean the total number of enclosed square feet measured between the exterior surfaces of the fixed walls within any structure used or intended for supporting or sheltering any use or occupancy.

(11) “Portfolio Manager” shall mean ENERGY STAR Portfolio Manager, the internet-based tool developed and maintained by the United States Environmental Protection Agency to track and assess the relative Energy performance of buildings nationwide, or successor.

(12) “Utility” shall mean an entity that distributes and sells Energy to Covered Municipal Buildings.

(13) “Weather Normalized Site EUI” shall mean the amount of Energy that would have been used by a property under 30-year average temperatures, accounting for the difference between average temperatures and yearly fluctuations.

§2. APPLICABILITY

(1) This policy is applicable to all Covered Municipal Buildings as defined in Section 1 of this policy.

(2) The Commissioner may exempt a particular Covered Municipal Building from the benchmarking requirement if the Commissioner determines that it has characteristics that make benchmarking impractical.

§3. BENCHMARKING REQUIRED FOR COVERED MUNICIPAL BUILDINGS

(1) No later than May 1 every year, the Commissioner or his or her designee from the Department shall enter into Portfolio Manager the total Energy consumed by each Covered Municipal Building, along with all other descriptive information required by Portfolio Manager for the previous calendar year.

(2) For new Covered Municipal Buildings that have not accumulated 12 months of Energy use data by the first applicable date following occupancy for inputting Energy use into Portfolio Manager, the Commissioner or his or her designee from the Department shall begin inputting data in the following year.

§4. DISCLOSURE AND PUBLICATION OF BENCHMARKING INFORMATION

(1) The Department shall make available to the public on the internet Benchmarking Information for the previous calendar year:

(a) no later than September 1 each year for Covered Municipal Buildings; and

(2) The Department shall make available to the public on the internet and update at least annually, the following Benchmarking Information:

(a) Summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information; and

(b) For each Covered Municipal Building individually:

(i) The status of compliance with the requirements of this Policy; and

(ii) The building address, primary use type, and gross floor area; and

(iii) Annual summary statistics, including site EUI, Weather Normalized Source EUI, annual GHG emissions, and an Energy Performance Score where available; and

(iv) A comparison of the annual summary statistics (as required by Section 4(2)(b)(iii) of this Policy) across calendar years for all years since annual reporting under this Policy has been required for said building.

§5. MAINTENANCE OF RECORDS

The Department shall maintain records as necessary for carrying out the purposes of this Policy, including but not limited to Energy bills and other documents received from tenants and/or Utilities. Such records shall be preserved by the Department for a period of three (3) years.

§6. ENFORCEMENT AND ADMINISTRATION

(1) The Commissioner or his or her designee from the Department shall be the Chief Enforcement Officer of this Policy.

(2) The Chief Enforcement Officer of this Policy may promulgate regulations necessary for the administration of the requirements of this Policy.

(3) Within thirty days after each anniversary date of the effective date of this Policy, the Chief Enforcement Officer shall submit a report to the Town of LaFayette including but not limited to summary statistics on Energy consumption for Covered Municipal Buildings derived from aggregation of Benchmarking Information, a list of all Covered Municipal Buildings identifying each Covered Municipal Building that the Commissioner determined to be exempt from the benchmarking requirement and the reason for the exemption, and the status of compliance with the requirements of this Policy.

FURTHER RESOLVED, the Town of LaFayette Board, in regular session duly convened, does hereby authorize and direct the Supervisor of the Town of LaFayette to execute such other and additional documents as may be required for to perfect the resolutions herein;

The adoption of the foregoing Resolution was moved by _____,
seconded by _____, and duly put to vote, which resulted as follows

Willian McConnell, Town Supervisor	_____
Carole Dwyer, Town Councilor	_____
Jerry Marzo, Town Councilor	_____
Melanie Palmer, Town Councilor	_____
Steve Zajac, Town Councilor	_____

THIS RESOLUTION WAS ADOPTED.

I, Jackie Roorda-Bush, Town Clerk of the Town of LaFayette, DO HEREBY CERTIFY that the preceding Resolution was duly adopted by the Town Board of the Town of LaFayette at a regular meeting of the Board duly called and held on the ____ day of [month], [year]; that said Resolution was entered in the minutes of said meeting; that I have compared the foregoing copy with the original thereof now on file in my office; and that the same is a true and correct transcript of said Resolution and of the whole thereof.

I FURTHER CERTIFY that all members of said Board had due Notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
The seal of the Town of LaFayette, this ____ day of [month], [year].

**Jackie Roorda-Bush
Town Clerk of the Town of LaFayette
Onondaga County, New York**

PowerMarket

Town of LaFayette

Community Energy Program

- Opportunities Analysis -



Brad Tito
Director of Community Energy
PowerMarket
(716) 466-5666 | brad.tito@powermarket.io
powermarket.io

PowerMarket

4201 N Buffalo Road
Orchard Park, NY 14127

July 5, 2022

Mark Distler
Deputy Supervisor
Town of LaFayette
2577 US Route 11
LaFayette, NY 13084

Dear Deputy Supervisor Distler,

PowerMarket is proud to submit this Community Energy Program Opportunities Analysis to the Town of LaFayette. The target audience is you, the Town Supervisor, members of the Town Board, the Highway Superintendent, other Town Officials, and staff. At PowerMarket, we help communities benefit from clean, renewable energy. Our clients include dozens of New York municipalities and more than 50,000 subscribers across nine states that now save money on electricity every month.

With the sharp rise in utility prices sparking concerns about municipal and household budgets, local leaders are turning to PowerMarket's turnkey solution to save money while becoming more energy independent and sustainable.

The Community Energy Program leverages community solar which requires no solar panels on your roof or property and no change to your electricity supplier. There is no cost, expenditure, or need for a new budget line... just savings on your existing utility bills. Significantly, the Town is positioned to earn points and grants through state climate and clean energy programs. We offer partnership and assistance in maximizing those opportunities for the Town.

Please do not hesitate to contact me at (716) 466-5666 or brad.tito@powermarket.io if you have any questions or require additional information.

I look forward to working with you on these exciting clean energy initiatives.

Very Truly Yours,



Brad Tito
Director of Community Energy
PowerMarket

Introduction

This report identifies opportunities for the Town to benefit from a community energy program. One or more of these opportunities may be a good fit depending on your local needs and priorities. The opportunities presented in this report all involve community solar. In every case, there is no cost or expenditure of any kind... just utility bill savings.

Summary of Community Energy Program Opportunities

PowerMarket supports a range of community energy programs to create a breakthrough solution to benefit both the municipal budget with cost-savings, as well as community-wide initiatives designed to put money back into the pockets of local taxpayers. Please note that each of these opportunities are governed by separate agreements and can be considered independently of each other.

The following no-cost opportunities are offered for the Town’s consideration. Utility bill savings accrue to the municipality, community members, and businesses. For details on each opportunity, please see the following pages.

Community Energy Program Opportunities	Estimated Annual Utility Bill Savings	Clean Energy Communities Points
➤ Enroll Municipal Buildings and Facilities	\$3,802	500 points
➤ Launch a Community Campaign	\$1,500+	200 points
➤ Implement Opt-Out Community Solar	Up to \$332,550	500 points
Total Benefits to the Town	Up to \$337,852	1,200 points

About PowerMarket

Founded in 2014, PowerMarket is committed to making clean energy more accessible, affordable, and widespread. Managing more than 50,000 subscribers and over 500 MW of community solar across nine states, PowerMarket is a recognized market leader in partnering with community solar developers to acquire customers and provide customer support and management services.

PowerMarket serves more than two dozen New York municipalities and tens of thousands of New Yorkers. With our municipal partners, we develop and implement turn-key community energy programs and work with local leaders and community stakeholders to maximize benefits for our communities.

What is Community Solar?

Community Solar is a solar farm located in the service territory of your electrical utility. The community solar project generates utility bill credits based on the amount of electricity produced by the solar panels. As a subscriber, a portion of those credits is applied directly on your electric bill each month to offset the charges on your bill. In New York State, more than 200,000 customers are enrolled in community solar accounting for more than 1 gigawatt of clean, renewable electricity.¹ Most everyone is eligible - homeowners, renters, farmers, small businesses, houses of worship, schools, certain municipal accounts, the list goes on!



Example Community Solar Project

How does Community Solar work?

PowerMarket provides a simple sign-up process as well as a support team that is available to answer any questions. The enrollment process collects basic information about the subscriber and how much electricity they use. This is needed to determine what portion of the solar farm’s credits to allocate to your account. The subscriber signs and submits a subscriber agreement through an online portal. Once enrolled, the subscriber receives a welcome email with instructions to log into their personal dashboard which provides subscribers access to their documents (i.e., contracts, etc.), message center, information about the community solar project, a savings summary, and more. Once the project becomes operational, the credits will appear on your bill and you start saving.

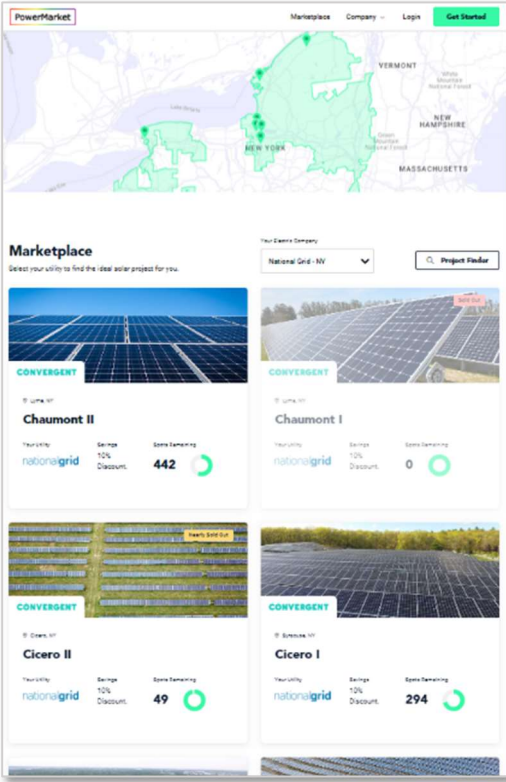
¹ New York State Office of the Governor. (2022, March 22). *Governor Hochul Announces New York as Top Community Solar Market in the United States*. <https://www.governor.ny.gov/news/governor-hochul-announces-new-york-top-community-solar-market-united-states>

PowerMarket Marketplace

PowerMarket provides an online marketplace where users can compare pricing, discounts, cancelation fees, and project locations of various projects. Users can choose the project that works for them. The marketplace is free to use and provides non-technical, apples-to-apples comparison so that users can shop for a community solar subscription with confidence.

Eligibility

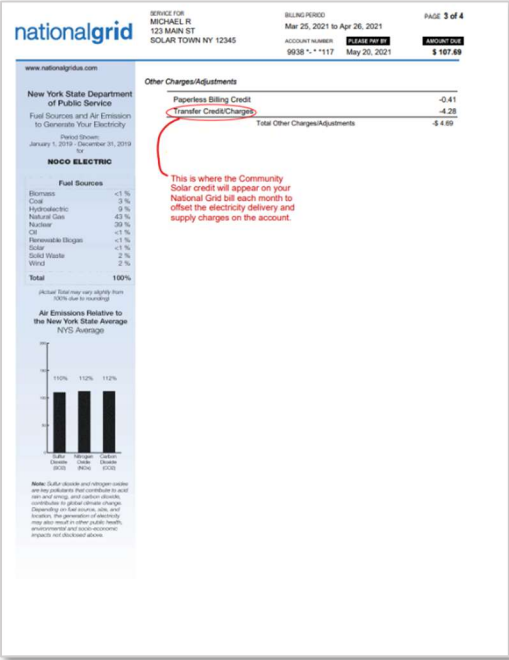
If an account's average annual demand is less than 25 kW, uses at least 1,000 kWh annually, and does not have rooftop or ground-mounted solar, they would be eligible for the 60% of a community solar project that is designated for mass market customers. Additionally, master-metered properties that have a demand greater than 25kW, such as nursing homes and affordable housing complexes, may also be eligible. For customers with a demand greater than 25kW, PowerMarket will review these subscribers on a case-by-case basis to see if there is an opportunity to bring them on as an anchor for 40% of the project.



PowerMarket's Online Marketplace

Sample Utility Bill

Once the community solar project starts generating power, a credit will appear in the Adjustments section of your National Grid electric bill. Even though savings will vary from month to month, subscribers are guaranteed to save 10 percent of the value of the community solar credits applied to their bill.



Sample Utility Bill

No Fees or Penalties

There are no fees including no sign-up fees and no cancellation fees. The subscriber may terminate the Agreement with no penalty by

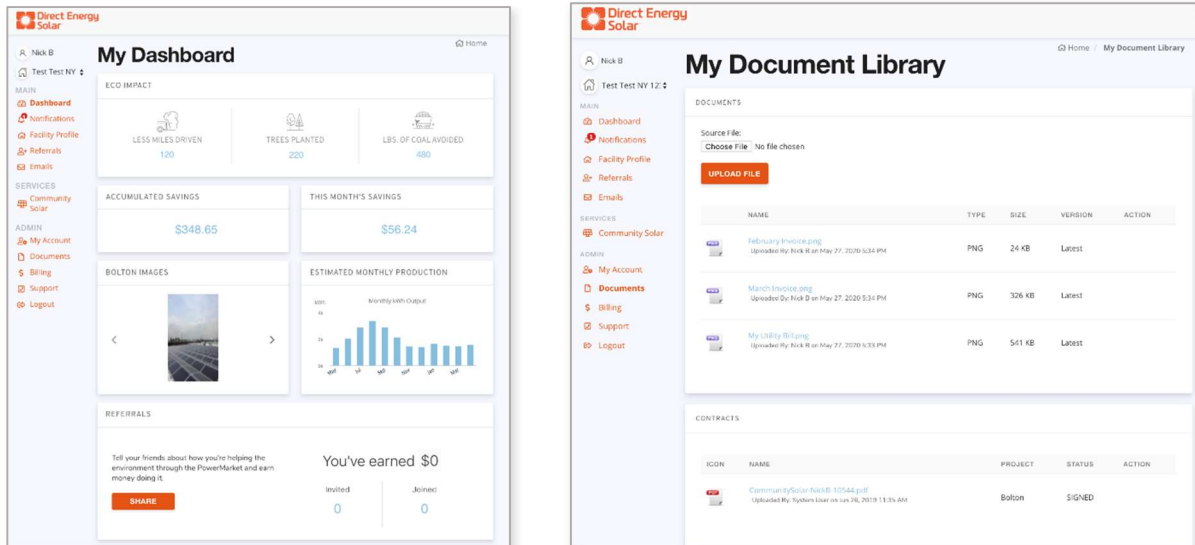
providing written notice. The term of the agreement is generally one year and is automatically extended each year for up to twenty (20) years. A sample subscriber agreement is included in Appendix A for your review.

Simple Sign Up

Anyone interested in community solar can email our team at hello@powermarket.io, call us at (800) 253-4333, or simply go to the PowerMarket Marketplace at www.powermarket.io.

Subscriber Dashboard

Every subscriber has access to a personalized dashboard where they can see the performance of their subscription in terms of total utility bill savings and other metrics to show how their participation is making an impact.



Example PowerMarket Subscriber Dashboard

PowerMarket Solar Capacity

The community solar projects we offer are operated by solar asset owners with whom PowerMarket has active contracts. We currently have several projects available in National Grid territory to enroll subscribers.

↘ Opportunity 1.

Enroll Municipal Buildings and Facilities into Community Solar

PowerMarket has performed a custom analysis of the Town’s utility data to estimate the benefits the Town can expect in terms of utility bill savings.

PowerMarket estimates the Town will save approximately \$3,802 annually by subscribing its eligible electric accounts to community solar. There is no need for a budget appropriation, expenditure, or new budget line. All savings are itemized on the utility bills the Town already pays and accrue to the Town’s existing utilities budget line.

Assuming a modest 2 percent annual increase in utility prices, the net 20-year cumulative savings to the Town is estimated at **\$92,400**. This may make the Town eligible for Clean Energy Upgrades which is a high-impact action worth 500 points under NYSERDA’s Clean Energy Communities program. It will also put the Town one step closer to being named a Clean Energy Community and earning a \$5,000 designation grant.

Account Name	Account Number	Annual Usage (kWh)	Estimated Bill Spend	Estimated Annual Savings
Town of LaFayette	05425-18105	4,906	\$908	\$82
Town of LaFayette	05225-18109	16,556	\$2,644	\$238
Town of LaFayette	04825-18105	9,414	\$1,409	\$127
Town of LaFayette	25225-18101	1,051	\$889	\$80
Town of LaFayette	05025-18103	16,686	\$2,313	\$208
Town of LaFayette	04625-18109	14,416	\$2,149	\$193
Town of LaFayette	89825-16109	2,997	\$575	\$52
Town of LaFayette	38325-72105	2,307	\$696	\$63
Town of LaFayette	04152-95108	129,262	\$30,670	\$2,760
Total				\$3,802

To determine the value of community solar credits that PowerMarket proposes to deliver annually, electric bills were provided by the Town. National Grid bills include a table that shows 12 months of historic usage. Using the kWh and kW values, the accounts were first screened for eligibility. One account with over 25 kW demand was determined not to be eligible (20663-25006). Three accounts with less than 1,000 kWh in annual usage were also determined not to be eligible (80225-17100; 58825-16104; 91225-17103). The annual usage of each remaining account was estimated by summing the most recent 12 months of kWh usage, or an average monthly value multiplied by 12 months was used to estimate the annual usage. Utility prices per kWh were calculated using the charges for each bill divided by the number of kWh. This analysis assumes ninety percent of the prior year's energy spend is available to be off-set on your utility bills.

Sample Resolution to Authorize Enrollment

The following draft resolution provides language the Town may consider for authorizing enrollment of municipal buildings and facilities into community solar.

RESOLUTION AUTHORIZING ENROLLEMENT OF MUNICIPAL BUILDINGS AND FACILITIES INTO COMMUNITY SOLAR

WHEREAS, the Town Board of the Town of LaFayette, New York (the “Board”) is concerned about the sharp rise in energy prices and the impact on municipal utility bills and the Town budget; and

WHEREAS, by subscribing to community solar, also known as Community Distributed Generation, the Town will reduce its utility costs while helping our community be more energy independent and sustainable, and

WHEREAS, by taking this step, the Town is well positioned to earn points and grants through state programs including Climate Smart Communities and Clean Energy Communities, and

WHEREAS, PowerMarket provides an online marketplace where the Town was able to compare pricing, discounts, cancelation fees, and project locations of various projects, and

WHEREAS, the Town has selected a community solar project located in National Grid service territory that will generate utility bill credits based on the electricity produced by the solar panels and a portion of those credits will be applied directly on the Town’s National Grid electricity bills each month and offset the charges on each eligible account, and

WHEREAS, as a subscriber, the Town will therefore begin receiving an estimated 10 percent discount on its eligible electricity costs, or an estimated \$3,802 in cost savings for the Town, and

WHEREAS, the Board has reviewed the Solar Community Distribution Generation Subscription Agreement and finds that entering the agreement is in the best interest of the Town of LaFayette.

NOW, THEREFORE,

BE IT RESOLVED, that the Board hereby approves the Community Solar Subscription Agreement with PowerMarket, and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute any and all documents to enter into the PowerMarket Community Solar Subscription Agreement.

↘ Opportunity 2.

Launch a Community Campaign for Community Solar

Community Campaigns can be an effective way to encourage the adoption of community solar to generate value and savings for the Town’s constituents. Campaigns are typically short-term efforts that target potential customers through widespread outreach and education. PowerMarket’s role is to subscribe customers and provide outreach planning assistance, funding for marketing materials, and customer support services.

Community Campaigns for Community Solar is a high-impact action through NYSERDA’s Clean Energy Communities program which is eligible for 500 points. PowerMarket will assist in preparing the Town’s Scoping Document and provide the information needed to earn final credit for that action once the requisite number of ten (10) subscribers are secured.

PowerMarket estimates that a community solar campaign will result in utility bill savings of \$150 per household per year, or a total \$1,500 from ten (10) subscribers.

Prior to joining PowerMarket as Director of Community Energy, Brad Tito served as Program Manager for Communities and Local Government at NYSERDA where he developed and managed the Clean Energy Communities program and oversaw the statewide network of regional Clean Energy Communities Coordinators. He worked directly with NYSERDA’s Solarize Program and he developed the Community Campaigns high-impact action.

PowerMarket has been selected to work with the following municipalities on community campaigns:

- Ulster County, New York
- Albany County, New York
- Putnam County, New York
- City of Kingston, New York
- Town of Queensbury, New York
- Village of Hurley, New York
- Village of Olive, New York
- Village of West Winfield, New York

PowerMarket Guarantee
PowerMarket guarantees that the Town will achieve the requisite ten (10) subscribers it needs to earn Clean Energy Communities points for this action.

Dedicated Campaign Landing Page

Campaign marketing materials will point residents directly to a dedicated landing page that is specific to the Town of LaFayette and its residents for easy navigation and subscriber sign-up. We recommend using the municipal brand on the page to show direct municipal participation in the campaign, enhance the campaign’s credibility, and encourage community participation.

Team Approach

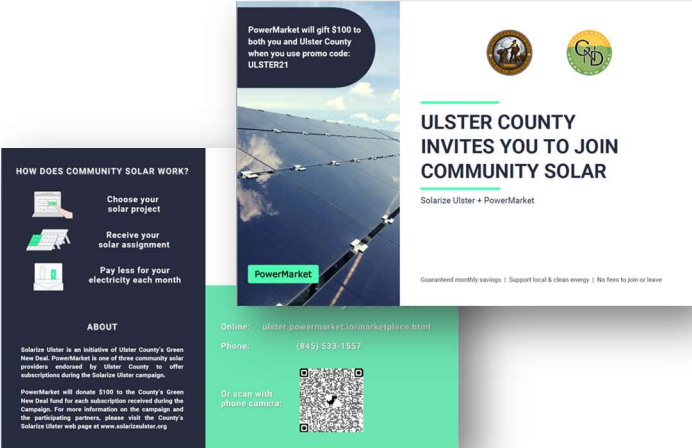
PowerMarket views collaboration with the Town to be integral to a successful and impactful campaign. To support this collaboration, PowerMarket recommends the following:

- An in-depth kick-off call with all Town and PowerMarket team members that are anticipated to be involved with the campaign to clarify objectives, timelines, points of contact, and more
- Regular video or phone conferences to discuss campaign progress
- Regular subscriber status reporting
- Additional meeting, email, or phone communication, as needed

Marketing Plan

The scope of services we are providing on behalf of the municipal community solar campaigns include:

- With Town approval, PowerMarket will pay the cost to send a postcard or letter on Town letterhead to potential subscribers in the Town.
- PowerMarket will perform ongoing and as-needed customer service support to potential and enrolled community solar subscribers.
- PowerMarket will be available to present at informational webinar sessions.



Sample Community Campaign postcard

Sample Town Letter to Constituents

The following draft letter provides language the Town may consider for building awareness about the benefits of community solar and encouraging town residents to participate in the campaign.

Town Letterhead

Dear Neighbors,

The Town of LaFayette is pleased to announce a new campaign to bring the benefits of community solar to LaFayette residents. With electricity prices rising, there has never been a better time to save money by enrolling in community solar. It's hassle-free and costs nothing.

Signing up for community solar will provide you with energy cost savings every month by lowering your utility bills by 10 percent of the value of the community solar credits applied to your account. Savings will vary from month to month, but you can expect to save up to 10 percent of your electricity costs over the course of a year.

With community solar, no solar panels are installed on your roof or property. There is no change to your electricity supplier. There are no sign-up or cancellation fees. Just savings on your utility bill. **Please note this is a time-sensitive opportunity.** Take advantage of the program before it's totally sold out.

Enroll in community solar today:

Step 1: Visit the campaign website – [link to campaign landing page]

Step 2: Create your community solar account

Step 3: Receive monthly electricity savings from solar

By participating in the campaign, you will be helping the Town of LaFayette earn grant funding through state clean energy and climate programs. I encourage you to explore the benefits of solar energy for your home or business. Let's do our part to make LaFayette more energy independent and sustainable.

If you have any questions, please call [phone] or send an email to [email address].

Sincerely,

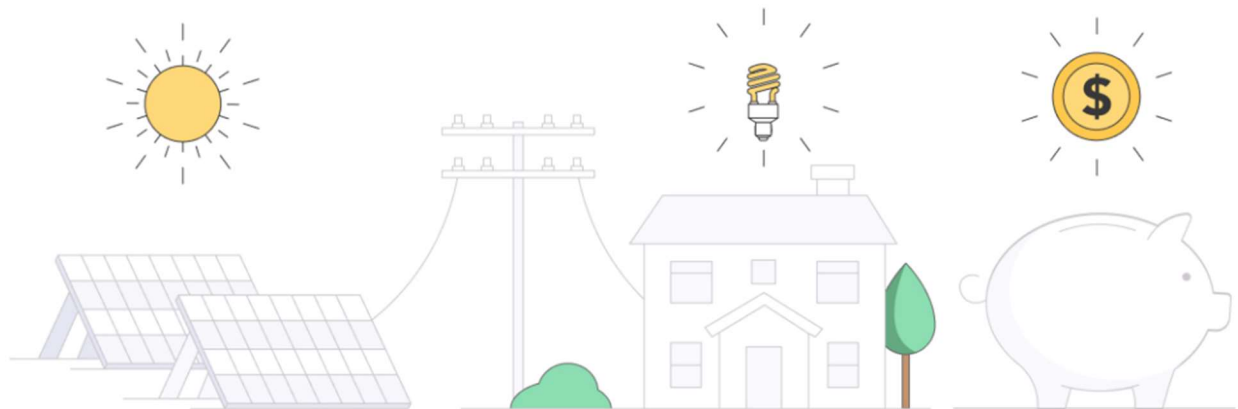
[Chief Elected Official]

This mailer was paid for by PowerMarket. PowerMarket is a community solar providers selected by the Town to offer community solar subscriptions during the Town's community campaign for community solar.

↘ Opportunity 3.

Implement an Opt-Out Community Solar Program

Opt-Out Community Solar is a no-cost program enabled by a New York State regulations² that allows local governments to automatically enroll their constituents into community solar. Please note that the regulations governing this type of program are still in development. Programs are expected to become available in early 2023. However, we recommend the Town move quickly to secure PowerMarket as the Town's Opt-Out Community Solar program administrator because community solar credits are a limited resources. PowerMarket will prioritize early adopters of this opportunity so act now to maximize the benefits of the program for your community.



Opt-Out Community Solar is a part of the state policy called Community Choice Aggregation (CCA). Unlike traditional CCA programs that procure an Energy Services Company (ESCO) to supply electricity, the Opt-Out Community Solar program would only enroll residents into community solar which provides guaranteed savings. ESCOs are not involved in any way with PowerMarket's programs.

With PowerMarket's assistance, the Town would pass a local law to authorize the program and enter into contracts with competitively procured community solar asset owners to enroll virtually all residents and small businesses located in the Town into

² New York State Public Service Commission. Case 14-M-0224, [Community Choice Aggregation](#), Order Identifying Further Procedural Steps Regarding the Development of Opt-Out Community Distributed Generation, (issued November 22, 2021).

community solar. Customers are automatically enrolled and they can opt-out at any time without fee or penalty.

Opt-Out Community Solar is regulated by the New York State Public Service Commission. According to the regulations, the first group to be served in the Town are low-income customers who are enrolled in utility financial assistance programs. Once this obligation is satisfied, all other eligible customers can be enrolled, pending the availability of community solar credits.

Utility bill savings are estimated at \$150 annually per customer enrolled into Opt-Out Community Solar. There are 2,217 electrical accounts in the Town³ that are potentially eligible. **That is a grand total utility bill savings of up to \$332,550 annually.**

Municipalities that implement Opt-Out Community Solar are eligible to earn 500 points under NYSERDA’s Clean Energy Communities program by submitting for the CCA Opt-Out Community Distributed Generation high-impact action.

PowerMarket is uniquely positioned to administer Opt-Out Community Solar programs. Our track record demonstrates an ability to engage, manage, and support community solar subscribers efficiently and at scale. We believe our experience in managing community solar projects, as well as our experience with customer engagement, will benefit local governments that choose PowerMarket to administer their Opt-Out Community Solar programs. Working closely with our municipal clients, PowerMarket will establish local partnerships to generate awareness and interest in the program.

PowerMarket is proud to have been selected by Sustainable Westchester to be the exclusive administrator of their Opt-Out Community Solar programs. Sustainable Westchester is a non-profit consortium of 44 local governments focused on environmental and clean energy programs. Westchester Power is the Community Choice Aggregation (CCA) program of Sustainable Westchester that supplies electricity to approximately 140,000 homes and small businesses in Westchester County, New York.



**SUSTAINABLE
WESTCHESTER**

³ Number of residential and small commercial accounts comes from the Utility Energy Registry (UER) which is a database platform that provides streamlined public access to aggregated community-scale utility-reported energy data. <https://utilityregistry.org/app/#/>

Opt-Out Community Solar Program Administration Services

PowerMarket's approach to the administration of Opt-Out Community Solar programs is rooted in robust community outreach and engagement to empower community members to make informed decisions about their energy choices. We believe that consistent communication and an inclusive and expansive outreach process will ensure that the Opt-Out Community Solar program is delivered in a way that provides long term value to communities.

PowerMarket's role in administering Opt-Out Community Solar programs includes, but is not limited to, the following:

- Executing a robust public outreach and education plan
- Ensuring data security and protecting confidential utility information
- Engaging directly with utilities to validate customers each month (i.e. removing customers that move out of the area, removing customers that opt-out, adding customers that opt-in, adjusting allocations to cover unallocated capacity, etc.)
- Providing customers with a personal online dashboard where they can learn about the project in which they are enrolled and the savings they have achieved
- Providing a dedicated website and toll-free call center for participants to have questions answered and troubleshoot issues
- Preparing, issuing, and reviewing responses to a Request for Proposals for community solar credits
- Preparing agreements and contracting with multiple community solar asset owners
- Complying with all reporting and other regulatory requirements

The next step is to meet and discuss the opportunity. We have a form agreement that will allow the Town to take advantage of the program opportunity once it becomes available.

The PowerMarket Team

The Town of LaFayette's main point of contact throughout the engagement will be our Director of Community Energy, **Brad Tito**. Prior to joining PowerMarket, Brad worked for the New York State Energy Research and Development Authority (NYSERDA) where he developed and managed NYSEDA's Clean Energy Communities program. Prior to NYSEDA, Brad spent more than a decade working in local government for both the City of Yonkers and Nassau County on sustainability and clean energy initiatives.

To support the Town's community solar programs, we have designated a group of key experts from our Team as identified below.

- **Brad Tito**, PowerMarket Director of Community Energy, leads PowerMarket's engagement with municipalities and community partners to deploy renewable energy solutions in both government operations and the community-at-large. Prior to joining PowerMarket, Brad worked for the New York State Energy Research and Development Authority (NYSERDA) where he developed and managed NYSEDA's Clean Energy Communities program. Prior to NYSEDA, Brad spent more than a decade working in local government. At the City of Yonkers, Brad led high-profile initiatives including an award-winning LED streetlight replacement project, the establishment of mandatory green building standards, and the replacement of over 500 windows in historic Yonkers City Hall. At Nassau County, Brad led a first-of-its-kind community-scale clean energy campaign called Green Levittown and was instrumental in putting to use \$150 million in voter-approved bonds to improve the environment.
- **Danielle Burns**, PowerMarket Director of Operations, has over 10 years of experience in the solar industry. She has worked with dozens of municipalities in the Northeast to support them in achieving their solar energy objectives, including Ulster County, Albany County, and the Village of West Winfield. She is an adept manager, having overseen hundreds of projects for a variety of public and private clients. For example, Danielle previously served as NYSEDA's technical consultant for the statewide Solarize program.
- **Mahvish Gilani**, PowerMarket Reporting Manager, oversees all financial reporting for PowerMarket's clients and utilities. Previously, Mahvish was the Director of Finance and Operations at Dvinci Energy where she focused on operations, business development, sales, and finance. Prior to working in clean energy, Mahvish was in the financial industry with a concentration in derivatives pricing and valuations. Mahvish has a Bachelor's of Finance from the Rutgers Business School and completed a diploma in Clean Energy from NYU.

- **Leland Gohl**, PowerMarket Customer Support Manager, leads customer engagement, communication, and support. Prior to PowerMarket, Leland was Director of Sales for Ipsun Solar, a solar panel installer in Washington, DC. There, he also started and led a campaign alongside the Department of Energy & Environment, helping local businesses transition away from single-use plastic. He holds a graduate certificate from Harvard University's Sustainability program and a Bachelor's degree from the George Washington University.
- **Ellen Barrett**, PowerMarket Communications Specialist, will lead campaign communications. Ellen is the lead communications analyst for the Ulster County and Albany County community solar campaigns. Prior to PowerMarket, Ellen worked on outreach initiatives for New York Green Bank as well as brand development in the advertising industry. Ellen holds degrees in Communications, Business, and Environmental and Sustainability Sciences from Cornell University and a Master's degree in Sustainability Management from Columbia University.
- **Eric Dahnke**, PowerMarket Founder and CEO, leads the platform development for PowerMarket. He spent a decade as a software architect and engineer developing trading platforms and middleware for Morgan Stanley, Dresdner Bank, and Commerzbank among others. He combines the techniques and architectures of the financial services industry with his experience in the utility industry where he oversaw more than \$700M in distributed generation assets at PSE&G.

Within PowerMarket's staff, we have a **dedicated Customer Support group** that focuses solely on supporting subscribers to our clients' community solar projects. Although our marketplace and platform are designed to be "self-service," customers may require additional support at certain times during their participation, such as during the sign-up process. As such, we are fully prepared to provide that support to West Winfield residents and businesses—both during and after the sign-up process. Subscribers will have access to our Customer Support group's on-call services for the duration of the project, should any questions arise.

PowerMarket also has a **dedicated Reporting group** that provides project-level and subscriber-level reporting to ensure clear communication with our clients as well as compliance with all utility procedures. Our Customer Support and Reporting Groups will be particularly instrumental in supporting the TOWN with the execution and continuity of its community solar campaign.

References

Name: Nina Orville
Title: Executive Director
Company: Sustainable Westchester
Address: 40 Green St, Mt Kisco, NY 10549
Phone: (914) 242-4725
Email: nina@sustainablewestchester.org
Project Role: PowerMarket has a partnership with Sustainable Westchester to support its Community Solar programs.

Name: Kathy Bozony
Title: Chairperson
Company: Town of Queensbury Clean Energy Community (CEC) Committee
Address: 742 Bay Road, Queensbury, NY 12804
Phone: (518) 755-2035
Email: kbozony@hotmail.com
Project Role: Lead of Queensbury Community Campaign for Community Solar

Name: Nick Hvozda
Title: Deputy Director, Department of the Environment
Company: Ulster County
Address: 244 Fair Street, PO Box 1800, Kingston, NY 12402
Phone: (845) 340-4298
Email: nhvo@co.ulster.ny.us
Project Role: Lead of Solarize Ulster Campaign

Name: Joseph Montuori
Title: President
Company: Sustainable Putnam
Address: P.O. Box 412, Mahopac Falls NY 10542
Phone: (845) 612-6029
Email: joe@sustainableputnam.org
Project Role: Lead for the Solarize Putnam Campaign

Appendix A: Sample Community Solar Subscriber Agreement

Community Distributed Generation Disclosure Form	
Customer Information Distribution Utility	<p><u>Name</u>: [Subscriber Name]</p> <p><u>Service Address</u>: [Address of Subscriber]</p> <p><u>Phone</u>: [Phone number of Subscriber]</p> <p><u>Email</u>: [Email of Subscriber]</p> <p><u>Account Number</u>: See Schedule 1.</p> <p><u>Utility</u>: National Grid</p>
Overview	<p>This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>
Subscription Fee and Savings Rate	<p>Each month, you will receive credits on your electric utility bill based on the electricity generated by the project. Your subscription fee will be automatically taken from the credits you receive on your utility bill. Your subscription fee is equal to 90% of the value of the credits you receive each month.</p> <p>After the credits are reduced by the subscription fee, you will receive savings equal to 10% of the credits you receive. You will not be charged any other fees.</p>
Project Location and Customer Allocation	<p><u>Location</u>: [Solar Project Location]</p> <p><u>Initial Expected Percentage Allocation</u>: XX% (XX kW), subject to adjustment by the Provider. See Schedule 1.</p> <p><u>Generation allocated to customer</u>: Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation may be up to 100% of your historic annual usage.</p> <p>At any time, Provider shall have the right to make adjustments to your Percentage Allocation, which is the percentage of the credits allocable to you.</p>
Length of Agreement and Renewal	<p>The term of this agreement is twenty (20) years and will commence on the date of the first Utility bill displaying credits.</p> <p>Following the twenty (20) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elects to terminate the agreement.</p>
Early Termination	<p>You may terminate this agreement at any time during the term, without penalty or fee by submitting written notice to Provider within sixty (60) days of desired termination date.</p> <p>You, the Subscriber, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.</p>

Estimated Benefits	<p><u>Estimate of kWh generation received annually</u>: Up to 100% of your current annual consumption.</p> <p>Bill Credits generated from the Project will be applied to your utility bill based on the VDER Credit Rate. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.</p>
Guarantees	<p>You are guaranteed save an amount equal to 10% of the value of the credits you receive. This contract does not guarantee a minimum level of system performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution.</p> <p>Provider will restrict disclosure of identifiable information solely to employees, representatives, investors, and/or advisors with a need to know and not disclose to third parties.</p>
Right to Cancel Without Penalty	<p>You have the right to terminate the contract without penalty within three business days after signing the contract by notifying Provider at brad.tito@powermarket.io. Include your utility account number and name in an e-mail with the subject line, "Right to Cancel".</p>
Customer Rights	<p>If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html.</p>
Incorporation of Agreement	<p>By executing this Disclosure Statement, you agree to the terms and conditions set forth herein as well as those set forth in the Community Solar Distributed Generation Subscription Agreement annexed hereto and incorporated herein.</p>
CDG Project Manager	<p>The CDG Provider has designated PowerMarket as its CDG Project Manager. Any notices and communications shall be directed to:</p> <p>PowerMarket 335 Madison Avenue 4th Floor New York, NY 10017 brad.tito@powermarket.io (716) 466-5666</p>

Signature of Authorized Company Official or Representative:

Date:

Signature of Customer:

Date:

GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Community Solar Distributed Generation Subscription Agreement ("Agreement") is entered into as of the "Effective Date" stated on the Disclosure Statement by and between [Name of CDG Provider] and its agents, successors, and assigns (the "CDG Provider" or "CDG Host") and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). CDG Host and the Authorized Designee shall operate and maintain a Project in the same Electric Utility's service territory as Subscriber's Service Address. The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for receiving the Percentage Allocation of the Project. By signing the Disclosure Statement, Subscriber agrees to the terms and conditions below.

2. DEFINITIONS.

- a. "Agreement" means this Community Solar Distributed Generation Agreement;
- b. "Authorized Designee of the CDG Host" or "Authorized Designee" means ProjectEconomics, Inc. dba PowerMarket or any other agent the CDG Host may designate.
- c. "Bill Credits" means the monetary credits applied to the Subscriber's Electric Utility account. Bill Credits are calculated by taking the percent allocation of the total kWh generation of the Project multiplied by the VDER Credit Rate on a per month basis for the Service Classification applicable to Subscriber.
- d. "Bill Period" means one (1) calendar month, commencing from COD;
- e. "CDG Host" means the entity that owns or operates the Project;
- f. "CDG Program" means the New York State Community Distributed Generation program authorized by the New York State Public Service Commission's July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings (Case 15-E-0082), as amended and administered by the Electric Utility;
- g. "Commercial Operation Date" or "COD" means the date upon which the Project is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;
- h. "Effective Date" means the date this Agreement was executed;
- i. "Electric Utility" means a utility in New York that provides Subscriber with electricity service;
- j. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project of any kind.
- k. "Excess Generation" means the number of kWhs generated by the Project and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;
- l. "Force Majeure" means any event or circumstance beyond the reasonable control of CDG Host or the Authorized Designee and not resulting from CDG Host's or the Authorized Designee's negligence. Force Majeure shall include, without limitation, any failure to produce, deliver or receive the electricity generated by the Project caused by: flood, fire, lightning, earthquake, tornado, hurricane, other "Acts of God", war, riot, terrorism, insurrection, sabotage, work stoppage, strike or slow down, any failure of the electrical grid, or any failure of equipment not utilized by CDG Host or under CDG Host's control.

m. "Kilowatt Allocation" means, prior to the Commercial Operation Date, the number of kW's of the Project Capacity allocated to Subscriber;

n. "kW(s)" means one-thousand (1,000) watts of electrical power;

o. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

p. "Net Savings" means the remaining ten (10%) percent of the value of Bill Credits that will be applied to the Subscriber's Electric Utility bill after the Subscription Fee has been deducted.

q. "Percentage Allocation" means,

i. prior to the Commercial Operation Date, the percentage of the Project Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project Capacity; or

ii. subsequent to the Commercial Operation Date, the percentage of the Project's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

r. "Project" means the community solar project from which Subscriber receives the Percentage Allocation;

s. "Project Capacity" means the nameplate capacity in kW's of the Project;

t. "Renewal Term" is defined in [Section 3](#);

u. "Service Address" means the metered service address identified on the Disclosure Statement;

v. "Subscriber" means the person or entity identified on the Disclosure Statement as receiving the Percentage Allocation, and which is an electric service customer of the Electric Utility;

w. "Subscriber's Data" is defined in [Section 4\(e\)](#);

x. "Subscriber Eligibility Criteria" is defined in [Section 4\(c\)](#);

y. "Subscription Fee" means ninety (90%) percent of the value of Bill Credits in any given month taken automatically from the monthly Bill Credits.

z. "Tariff" means the National Grid Electric Tariff, as amended or superseded from time to time;

aa. "Term" is defined in [Section 3](#);

bb. "VDER Credit Rate" is the monetary rate that your utility attributes to each kWh generated from the Project.

3. **TERM.** The Agreement shall commence on the Commercial Operation Date and continue for twenty (20) years (the "Term"). Thereafter, this Agreement shall automatically renew for one (1) year terms (the "Renewal Term") until either Party provides a written notice of termination.

4. PURCHASE OF ALLOCATION; ELIGIBILITY.

a. **Bill Credits.** CDG Host agrees to sell to Subscriber and Subscriber agrees to purchase from CDG Host, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits and Net Savings. Net Savings shall be applied to Subscriber's Electric Utility bill no more than once per calendar month.

b. **Energy Attributes.** Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.

c. **Subscriber Eligibility.** Subscriber's eligibility to receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) Subscriber's annual consumption shall amount to at least one thousand (1,000) kWhs; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not

available; and (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff.

d. Subscriber Authorization. Subscriber authorizes the CDG Host, Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data and any other data in the possession of the Electric Utility to the extent needed by CDG Host and/or Authorized Designee in order to administer this Agreement. Subscriber hereby certifies that all information Subscriber provided to the CDG Host in connection with the Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the CDG Host to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Fee. Subscriber acknowledges that the Subscription Fee will be automatically taken from the Bill Credits each month and Net Savings will be applied to Subscriber's Electric Utility bill for a given Bill Period. Subscriber remains responsible for paying the Electric Utility bill.

b. CDG Host Adjustments. Subscriber hereby consents to the CDG Host modifying the Percentage Allocation at its sole discretion, provided such modifications comply, in all respects, with applicable law. The CDG Host does not guarantee, and Subscriber acknowledges that the CDG Host does not guarantee the amount of electrical energy the Project will produce or the monetary value of the Bill Credits.

6. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of New York;

ii. The Parties have full legal capacity to enter into and perform this Agreement; and

iii. This Agreement constitutes a legally valid and binding obligation enforceable against the CDG Host and Subscriber in accordance with its terms.

b. Subscriber. Subscriber represents, warrants, and covenants to CDG Host and/or the Authorized Designee:

i. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Disclosure Statement of this Agreement are true, accurate, and complete;

ii. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute; and

iii. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the CDG Host concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Fee.

iv. Subscriber understands that this Agreement is a purchase contract and not a security registered under federal or state law. Subscriber is entering into this agreement solely to receive Bill Credits as an energy-related commodity for use at the Electric Utility account identified by it, not for investment or speculation, not with a profit expectation, and not with a view to the resale of any benefits under this agreement. Subscriber does not have an interest in the profits or losses of the Project and will not otherwise be entitled to any profit related to the Project or by entering into this Agreement

7. TERMINATION.

a. Termination For Convenience; Other. Subscriber may terminate this Agreement at any time by providing no less than sixty (60) days' written notice to the CDG Host. Subscriber may also terminate this Agreement without a fee under the following circumstances:

i. Upon the expiration of the Term or any Renewal Term by providing the CDG Host with sixty (60) days prior written notice thereof.

ii. If the Subscriber is a natural person and the Subscriber is the sole Electric Utility account holder, then in the event of Subscriber's death.

iii. If the Subscriber submits to the CDG Host a written Notice of Cancellation in the form attached hereto as Exhibit A prior to midnight on the third (3rd) business day after the Effective Date of the Agreement.

b. Termination by CDG Host. CDG Host may terminate this Agreement (1) if Subscriber no longer meets the eligibility requirements under Section 4.c of this Agreement, (2) if Subscriber is otherwise in breach of this Agreement, or (3) at any time by giving Subscriber written notice that it will no longer allocated Bill Credits to Subscriber, which notice will specify the date as of which Bill Credits will no longer be allocated.

c. Effect of Termination. Upon termination of this Agreement the CDG Host shall notify the Electric Utility to stop any future Bill Credits from being allocated to the Subscriber: Notwithstanding, the Subscriber may continue to receive Bill Credits until the Electric Utility removes Subscriber from the Project.

8. TRANSFER; ASSIGNMENT. Subscriber may not assign or transfer this Agreement. CDG Host may assign, sell, or transfer this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder upon the foreclosure or conveyance in lieu thereof, provided Subscriber is not in default of this Agreement. The CDG Host may transfer this Agreement to another Project, by sending written notice to Subscriber. The CDG Host may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

9. Communication. By executing this Agreement, the Subscriber consents to the CDG Host and any person or entity acting on the CDG Host's behalf to communicate with the Subscriber, in connection with the Project, this Agreement, or any related matter, using any telephone number, email address, or other contact information that may be provided now or in the future. The CDG Host and any person or entity acting on the CDG Host's behalf may communicate with the Subscriber using any current and future means of communication, whether to a wireless or landline number, including but not limited to, automated telephone dialing equipment, as defined by law, the FTC, or the FCC, artificial or prerecorded voice messages, SMS or text messages, telephone or email. CDG Host may use such means of communication even if Subscriber will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

10. Force Majeure. If CDG Host is unable to perform all or some of its obligations under this Agreement because of an event of Force Majeure, CDG Host shall be excused from whatever performance is affected by the Force Majeure, provided that CDG Host's suspension of its obligations is of no greater scope and of no longer duration than is required by the event, and CDG Host provides notice to Subscriber of the Force Majeure within a reasonable period of time after the occurrence thereof describing the particulars of the occurrence and the anticipated period of delay.

11. Dispute Resolution.

a. Subscriber's Electric Utility is responsible for resolving any disputes related to or arising out of billing and/or the

application of Bill Credits to Subscriber's Electric Utility bill. For all other good faith disputes, the party claiming the dispute shall notify the other party in writing of the nature of the dispute, and the parties agree to first cooperate to resolve such dispute informally.

b. Any dispute, claim or controversy arising out of or relating to this Agreement that is not resolved through the informal resolution process within thirty (30) days after notice of the dispute, claim or controversy has been delivered to either party shall be determined by arbitration at a location that is reasonably convenient to Subscriber and CDG Host before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures or by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The party that initiates arbitration may choose the arbitration organization. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

c. BY AGREEING TO THIS SECTION, SUBSCRIBER AGREES TO GIVE UP THE RIGHT TO PARTICIPATE IN A CLASS ACTION. This means that Subscriber may not be a representative or member of any class of claimants in arbitration with respect to any claim. Notwithstanding any other provision of this Agreement, the arbitrator will not have the power to determine that class arbitration is permissible. The arbitrator also will not have the power to preside over class or collective arbitration, or to award any form of class-wide or collective remedy. Instead, the arbitrator will have power to award money or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. No class or representative theories of liability or prayers for relief may be maintained in any arbitration held under this Agreement. If this class action waiver is invalidated, then the dispute will be resolved in court.

d. BY AGREEING TO THIS SECTION, SUBSCRIBER AND CDG HOST WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED

THEREBY.

e. Subscriber may, at any point during a dispute or complaint resolution process, request a written report from CDG Host detailing all attempts to resolve the complaint or dispute.

f. The dispute resolution provisions under this Section are governed by the Federal Arbitration Act ("FAA"). The arbitrator must apply substantive law consistent with the FAA.

g. Notwithstanding any of the above subsections, Subscriber may also file a complaint at any time with the New York State Department of Public Service, either in writing or by telephone at the following address:

Office of Consumer Services
NYS Department of Public Service 3 Empire State Plaza
Albany, NY 12223
Ph.: 1-800-342-3377
Hours of operation of the NY DPS as of the date of this agreement: 8:30 a.m. - 4:00 p.m.

12. Limitation of Liability. CDG HOST'S AND ITS AGENTS' LIABILITY TO SUBSCRIBER UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CDG HOST MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT OR CDG HOST OR ITS AGENTS' OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED.

13. Severability. If any term or provision of this Agreement is determined to be unenforceable, the remaining provisions shall remain in full force and effect. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.

EXHIBIT A-1

(CDG Host Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the Subscriber (hereinafter “You”) signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by [Name of CDG Provider] (“Provider”) of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider’s expense and risk.

If You make the goods available to Provider and Provider does not pick them up within 20 days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to [Name of CDG Provider] at brad.tito@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20____.

Subscriber’s Signature:

Subscriber’s Signature:

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Date of Transaction: _____ (this is the date the subscriber (hereinafter "You") signed the Contract).

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If You cancel, any property traded in, any payments made by You under the Contract or sale and any negotiable instrument executed by You will be returned within TEN BUSINESS DAYS following receipt by [Name of CDG Provider] ("Provider") of Your cancellation notice.

If You cancel, You must make available to Provider at Your residence, in substantially as good condition as when received, any goods delivered to You under the Contract or sale, or You may, if You wish, comply with the instructions of Provider regarding the return shipment of the goods at Provider's expense and risk.

If You make the goods available to Provider and Provider does not pick them up within 20 days of the date of Your notice of cancellation, You may retain or dispose of the goods without any further obligation. If You fail to make the goods available to Provider, or if You agree to return the goods to Provider and fail to do so, then You remain liable for performance of all obligations under the Contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, to [Name of CDG Provider] at brad.tito@powermarket.io or to 335 Madison Avenue, 4th Floor, New York, NY 10017 Attn: PowerMarket no later than THREE BUSINESS DAYS from the date You signed the Contract.

I, _____ HEREBY CANCEL THIS TRANSACTION on _____ 20__.

Subscriber's Signature:

Subscriber's Signature:

**Schedule 1
Account List**

Utility #	Address	Annual Usage	Percent Allocation (%)	kW Allocation