

James M. Avery

100 Summer Street
Boston, MA 02110

617.488.8125 voice
617.824.2020 fax
javery@pierceatwood.com
www.pierceatwood.com

Admitted in: MA

June 20, 2019

HAND DELIVER and ELECTRONIC

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, Massachusetts 02110

Re: City of Boston - D.P.U. 19-65

Dear Secretary Marini:

Enclosed please find two copies of the Petition of the City of Boston ("Boston" or the "City") for Approval of Aggregation Plan Pursuant to G.L. c. 164, Section 134 ("Petition") pursuant to which the City respectfully requests that the Department of Public Utilities ("Department") approve its Community Choice Power Supply Aggregation Plan ("Aggregation Plan"). See Petition, Attachment B. The establishment of the Aggregation Plan has been authorized by the City pursuant to the requisite local process. See Petition, Attachments C, D and F. The City has also consulted with the Department of Energy Resources ("DOER") to address logistics associated with the implementation and operation of the proposed Aggregation Plan and held several meetings with Eversource Energy (formerly NSTAR) ("Eversource"). The DOER's letter confirming the completion of the consultation process is also included with this submittal.

The City has retained Colonial Power Group, Inc. ("Colonial") to act as its agent to prepare necessary filings before the Department and to assist in securing necessary regulatory approvals. See Petition, Attachment E. Accordingly, Colonial and its counsel are delivering this Petition on behalf of the City as a courtesy. Also enclosed please find a check for \$100 for the requisite filing fee.

The City respectfully requests that the Department complete its review of this Petition on an expedited and predictable basis. In furtherance of this request, the City has adopted a form of plan that is wholly consistent with a number of comparable plans reviewed and approved by the Department. The City has conducted substantial outreach with stakeholders and customer groups to facilitate the launch of the Aggregation Plan. It has also worked closely and in good faith with Eversource to identify and seek to address issues raised by the implementation of the largest aggregation in the Commonwealth. The City has established a planned January 1, 2020 "start date" in good faith so that the initiation of the Boston aggregation program would have a limited and predictable effect upon Eversource's procurement of basic service power for non-participants in the Boston aggregation, including both Boston residents and non-residents. Indeed, Eversource has asserted that the uncertainty of the start of the Boston aggregation program has been reflected in a "risk-premium" in the bids it received for its Basic Service acquisition (Transmittal Letter in D.P.U. 19-BSF-C2 (May 20, 2019)). Accordingly, the sooner that Boston is permitted to start its program, the sooner this uncertainty and related premium will be eliminated. To this end, it is critical that the program be approved promptly and by not later

Mark D. Marini, Secretary
Department of Public Utilities
June 20, 2019
Page 2

than August 31, 2019 to allow for the City to reduce uncertainty and solicit the necessary power in October 2019 for a January 2020 program launch.

The City will work cooperatively and actively to facilitate the Department's review pursuant to the proposed schedule. Specifically, the City shall supplement its initial filing by providing the materials generally covered in information requests issued by the Department in other recent aggregation plan reviews. The City will also provide its responses to any additional information requests issued in this proceeding expeditiously, generally within one week or less. The City respectfully submits that the discovery process can commence expeditiously given the benefits to all electricity customers by an expedited and certain schedule for "start-up" of the Aggregation Plan.

We respectfully request that you allow publication in both *The Boston Globe* and *The Boston Herald*.

Please enter an appearance on behalf of the City by David Musselman, Director of the Municipal Energy Unit, City of Boston, Environment Department Room 709, 1 City Hall Square, Boston, MA 02201 (phone: 617.635.3850). Also, please provide a paper copy to Mr. Musselman and send an electronic copy to david.musselman@boston.gov.

Please also enter an appearance on behalf of Colonial by James M. Avery, Esq., Pierce Atwood LLP, 100 Summer Street, Boston, MA 02110 (phone: 617.488.8100).

Please call me if you require further assistance with respect to this matter.

Thank you for your consideration.

Very truly yours,


James M. Avery

JMA/cdw
Enclosure

cc: Shane Early, General Counsel (electronic)
Daniel Burstein, Legal Counsel, DOER (w/enc and electronic)
Ashley Gagnon, Assistant Attorney General (w/enc and electronic)
John K. Habib, Esq. (w/enc and electronic)
David Musselman, Director of the Municipal Energy Unit, City of Boston (electronic)
Mark Cappadona, President (electronic)
Denise Allard, Vice President of Business Operations (electronic)

**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

_____))
City of Boston)) D.P.U. 19-65
_____))

**PETITION OF CITY OF BOSTON FOR APPROVAL OF
AGGREGATION PLAN PURSUANT TO M.G.L. c. 164, § 134**

I. INTRODUCTION

The City of Boston (“City”) hereby petitions the Massachusetts Department of Public Utilities (“Department”) for approval pursuant to M.G.L. c. 164, § 134 (“Section 134”) of Boston’s Community Choice Power Supply Program’s Aggregation Plan (“Plan”) (See Attachment B). Section 134 authorizes municipalities to aggregate the electrical load of electricity consumers located within their borders in order to procure competitive supplies of electricity.

On October 4, 2017, at a City Council meeting, the City initiated the formal process to become a municipal aggregator pursuant to Section 134 by declaring its intent to become an aggregator of electric power (See Attachment C). On August 27, 2018, the City released a Request for Qualifications (“RFQ”) seeking consultants to assist the City in the design, implementation and administration of the Program (See Attachment D). On February 26, 2019, the City signed a consultant agreement with Colonial Power Group, Inc. (“CPG”) to be the consultant for the City to guide it through the municipal aggregation process and to administer the Plan, if ultimately approved (See Attachment E).¹ In developing the Plan, the City and CPG incorporated the comments and suggestions of public officials, including the Massachusetts Department of Energy Resources (“DOER”). The City and CPG also conducted discussions with Eversource Energy (“Local Distributor”, formerly NSTAR).

II. REQUESTED PROCEDURES TO REVIEW AGGREGATION PLAN

The City respectfully requests that the Department conduct its review of this petition expeditiously in order to allow the City to proceed with Plan implementation and to negotiate binding agreements with interested Competitive Suppliers. The City wishes to take advantage of current market conditions to maximize savings for its eligible consumers and pursue renewable energy opportunities all while providing greater certainty to the supply market with respect to

¹ Pursuant to the agreement between the City and CPG, CPG is obligated to prepare and submit all filings relating to the Plan with the Department. Accordingly, CPG’s petition for leave to intervene in this proceeding is included with this Petition. The City supports CPG’s petition.

timing in order to address concerns associated with non-participants. Therefore, the City respectfully requests an order by August 31, 2019. Municipal aggregators are required by their very nature to conduct their business openly and with full participation by the public. The City holds regular, open public meetings at which eligible consumers have had the opportunity to express their views and shape the City's Plan. Moreover, the City has adopted forms that comport with aggregation plans previously approved by the Department and the Plan has been reviewed by the DOER. The City (and CPG), therefore, respectfully propose a streamlined process consistent with other aggregation plan reviews that would include a public hearing, discovery by Department staff, and an opportunity for interested persons to submit written comments after the conclusion of the public hearing. In return, the City and CPG commit to providing requested information to the Department on an expeditious basis. Cf. Cape Light Compact, D.T.E. 04-32, p. 2 (Review procedure summarized).

III. DEVELOPMENT OF AGGREGATION PLAN, SELECTION OF COMPETITIVE SUPPLIER, AND COMPLIANCE WITH STATUTORY REQUIREMENTS

The City and CPG developed the Plan consistent with sound and established planning practices and all relevant statutory requirements. First, the Plan was developed in conjunction with consultation with the DOER as required by M.G.L. c. 164, § 134. Second, the City and CPG offered numerous opportunities for the public to review and comment upon the Plan. Third, the City and CPG drew substantially from the plan and procurement processes established by and approved for the Community Choice Power Supply Programs administered by CPG. The City and CPG expect to continue to benefit from the experience of these established public aggregation plans.

The Plan features an optional product(s) or supplies that may include the purchase of Renewable Energy Certificates ("RECs") above the City's standard product. The City will strive to include RECs from local renewable resources.

The Plan and a representative form of Electric Service Agreement ("ESA") developed in order to implement the Plan ensure that Plan participants will receive required notices, that the City will be able to choose an appropriate Competitive Supplier and that eligible consumers will be able to opt-out of the City's Plan consistent with relevant requirements. The Plan and ESA thus meet the requirements of M.G.L. c. 164, § 134(a), ¶¶5, 6. The City's detailed Education and Information Plan ("Education Plan") is provided as Attachment H, an Implementation Schedule is provided as Attachment I and a draft Customer Notification Form is provided as Attachment J.

The Plan and parallel portions of the ESA address the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and

terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants.

The Plan, similar to all Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the requirements and objectives of the City as being implemented by CPG with respect to the Plan. First, the City may be “revenue neutral” with respect to the Plan. The City has not incurred any outside costs with respect to the development of the Plan and the ESA. These efforts have been undertaken by CPG and CPG will only receive remuneration pursuant to a consumption-based charge to be reflected in the energy charge to Plan consumers. See Plan, §§ 2.4, 3.0. This fee structure was an important feature to the City in its election to pursue the Plan.

IV. WAIVER OF CERTAIN INFORMATION DISCLOSURE REQUIREMENTS

The City or any Competitive Supplier to the City may be obligated to disclose to participating consumers a range of information regarding prices, collective bargaining agreements, fuel sources and air emissions, under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06.

Competitive Suppliers have indicated that requiring the disclosure label to be inserted into the Local Distributor’s paper bills would be costly for the supplier, and thereby drive up the bids offered to the City. An additional burden would be placed on the Local Distributor to determine how to send the disclosure label to those customers who are on electronic billing.

The City or any Competitive Supplier can provide much of this the information required by the statute, M.G.L. c. 164, § 1F(6), especially the information regarding the fuel sources, emissions characteristics and labor characteristics, more effectively and at lower cost by using means other than those specified in the regulation, 220 C.M.R. 11.06(4) (See Attachment H for the City’s Education Plan). The City therefore requests a waiver, both for itself and any Competitive Supplier, of certain of the requirements of 220 C.M.R. 11.06, under the Department’s authority for good cause, to grant an exception to the requirements of 220 C.M.R. 11.00. See 220 C.M.R. 11.08. Specifically, the City requests that the Department waive the requirements of 220 C.M.R. 11.06(4)(c) that a Competitive Supplier provide an information disclosure label directly to retail consumers on a quarterly basis. The Department has allowed this exemption in all Department approved Municipal Aggregation Plans to date.

As an alternative to providing the quarterly information disclosure label directly to participating consumers, the City and CPG respectfully request that the Department allow that the City may provide the information regarding fuel sources, emissions and labor characteristics by alternative means. Based upon information available to it, the City and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and

regulations. These alternative measures include press releases, public service announcements on cable TV, newsletters of civic, business and religious organization, postings at City Hall, discussions at meetings of the City Council (which are televised and reported in the press), and postings on the websites of the City or CPG. In the case of all current Community Choice Power Supply Programs administered by CPG, no participating consumers have objected to the change in delivery formats.

Importantly, the City's and CPG's waiver request is narrow. The City and CPG are not seeking any waiver of its obligations under M.G.L. c. 164, § 134 to provide written notice to inform all ratepayers of the automatic enrollment process, their rights to opt-out of the Plan, and of their other rights under Section 134. The City and CPG are also not seeking any waiver of any Competitive Supplier's obligations to provide written Terms of Service to each ratepayer (220 C.M.R. 11.06(3)), and to provide to all participating consumers a toll-free telephone number for customer service and complaints (220 C.M.R. 11.06(2)(c)). Any Competitive Supplier will also provide, prior to the initiation of service, the price information required by 220 C.M.R. 11.06(2)(b).

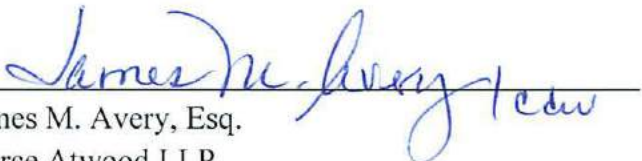
V. CONCLUSION

WHEREFORE, the City, with the support of CPG, respectfully requests that the Department find that the City's Plan and related procedures meet all of the requirements of M.G.L. c. 164, § 134 and approve the Plan, issue the specific waiver requested in Section IV above, and take such other actions as may be necessary and appropriate by August 31, 2019.

Respectfully submitted,

CITY OF BOSTON

By Counsel for Colonial Power Group, Inc.,
acting as Agent for the City of Boston



James M. Avery, Esq.

Pierce Atwood LLP

100 Summer Street

Boston, MA 02110

Tel.: (617) 488-8100

javery@pierceatwood.com

Dated: June 3, 2019



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Kathleen A. Theoharides
Secretary

Judith F. Judson
Commissioner

VIA ELECTRONIC MAIL

June 19, 2019

Martin J. Walsh
Mayor
City of Boston
1 City Hall Square, Suite 500
Boston, MA 02201-2013

City of Boston Municipal Load Aggregation Plan

Dear Mayor Walsh:

I am writing to inform you that the City of Boston has completed its consultation with the Department of Energy Resources ("DOER"), pursuant to G.L., c.164, § 134(a) in the development of its Municipal Load Aggregation Plan, detailing the process and consequences of aggregation ("Aggregation Plan").

After examination of the City of Boston's proposal, the DOER, on May 20, 2019, conducted a meeting by way of a conference call with David Musselman, Director of the Municipal Energy Unit for the City of Boston, and Denise Allard and Mark Cappadona for its consultant, Colonial Power Group, Inc. ("Colonial Power"). The DOER has also engaged in subsequent helpful discussions with both the City of Boston and/or Colonial Power. In performing its review and in connection with these discussions, the DOER has provided technical assistance consistent with our charge under G.L. c.25A, § 6(11).

The DOER attests to the good faith effort made by City of Boston and Colonial Power in the consideration of this undertaking; the communications it has conducted with the City of Boston's electric distribution company, NSTAR Electric Company d/b/a Eversource Energy; the development of a market-ready Energy Supply Agreement with licensed competitive suppliers; and the communications that have occurred with the DOER. Our exchange of views has reached a satisfactory conclusion.

The DOER is satisfied that the City of Boston and Colonial Power are undertaking this effort with realistic expectations of the municipal benefits that may accrue to future Aggregation Plan subscribers. Similarly, we recognize the commitment of the City of Boston as it seeks to bring value to the community through this public aggregation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nicholas", enclosed in a light blue rounded rectangular border.

Nicholas Connors
Chief of Staff and Chief Administrative Officer

cc: David Musselman, City of Boston
Denise Allard, Colonial Power Group, Inc.
Mark Cappadona, Colonial Power Group, Inc.



**CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

PETITION AND SUPPORTING ATTACHMENTS

PREPARED BY

COLONIAL POWER GROUP, INC.



CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM

LIST OF ATTACHMENTS

| | |
|----------------------|-------------------------------------|
| ATTACHMENT A: | Approval and Authorization Timeline |
| ATTACHMENT B: | Aggregation Plan |
| ATTACHMENT C: | Public Aggregator Authorization |
| ATTACHMENT D: | Request for Proposals |
| ATTACHMENT E: | Consultant Agreement |
| ATTACHMENT F: | Aggregation Plan Review |
| ATTACHMENT G: | Electric Service Agreement |
| ATTACHMENT H: | Education and Information Plan |
| ATTACHMENT I: | Implementation Schedule |
| ATTACHMENT J: | Customer Notification Form |

**CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

APPROVAL AND AUTHORIZATION TIMELINE

PREPARED BY

COLONIAL POWER GROUP, INC.

AGGREGATION AUTHORIZED:

OCTOBER 4, 2017

The City Council authorized the City to become an aggregator of electricity. This vote authorized the City to explore market prices for power supply and services on behalf of the Eligible Consumers in the City. [Attachment C]

REQUEST FOR QUALIFICATIONS ISSUED:

AUGUST 27, 2018

The City released a Request for Qualifications seeking consultants to assist the City in the design, implementation and administration of Boston's Community Choice Power Supply Program. [Attachment D]

CONTRACT AWARDED:

FEBRUARY 26, 2019

Colonial Power Group, Inc. ("CPG") was awarded the contract. [Attachment E]

PUBLIC REVIEW AND COMMENT PERIOD:

APRIL 23 – MAY 17, 2019

The City made the Aggregation Plan available for public review and comment. [Attachment F]

DOER REVIEWED:

MAY 20, 2019

The City, CPG, and the Massachusetts Department of Energy Resources ("DOER") conducted a meeting to review the processes, consequences, and outcomes of municipal aggregation. The City and CPG are grateful for the assistance from the DOER.



CITY OF BOSTON

COMMUNITY CHOICE POWER SUPPLY PROGRAM

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The City of Boston (“City”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the City’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the City to negotiate rates for power supply. It brings together the buying power of more than 675,000 consumers. Furthermore, the City seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the consumers will participate. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Submission of Plan for Department Approval
- 1.5 Public Hearing on Plan by Department
- 1.6 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.7 Selection of Competitive Supplier by Mayor
- 1.8 Notification of Enrollment for Eligible Consumers¹
- 1.9 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.10 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

¹ The term “eligible consumers” is equivalent in meaning to “eligible customers” as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017). This includes (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

2 BOSTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The City offers one program to achieve its goals: Boston's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid or negotiation process, the City will typically develop one or more contracts with a Competitive Supplier for firm, all-requirements service or to advance renewable energy or other policy goals for the benefit of consumers such as resiliency. Each contract runs for a fixed term. The process of contract approval contains checks and balances. Once a contract has been negotiated by the City's Consultant in consultation with the City, it must be submitted to the Mayor or the Mayor's designee for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the City's Program. No eligible consumer is required to receive service under the City's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The City's government is a Mayor and a City Council structure. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in November in alternating years.

The City Council is composed of thirteen members elected for two year terms. They meet every Wednesday afternoon at 12:00 P.M. at City Hall. They may also hold other meetings from time to time. The Mayor is elected for four year terms. He or she acts as the City's Chief Executive and the City Council acts as the Legislative Body. Both are responsible for the general welfare of the community. Specific powers and responsibilities are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the City's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Mayor and the City Council who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the City's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the City may participate in the City's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly NSTAR). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the City may also communicate directly with the Competitive Supplier or the Consultant retained by the City to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Administration or the City Council.

2.2.2 Level Two: City Council

Based upon its existing authority or authority provided by voters at City elections, the City Council may act on program and policy issues and contract recommendations. It may also raise issues directed to it by consumers for the City to address.

2.2.3 Level Three: Mayor

The Mayor is responsible for the administration of the City government. The Administration may provide oversight of the Program including the review of comments on the proposed Plan and Program provided by consumers.

2.2.4 Level Four: Consultant

As the City's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the City through the Mayor. Contracts are negotiated, recommended, and monitored for compliance by the Consultant in consultation with the City. No contract is binding until it is approved by the Mayor or the Mayor's designee. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the City and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Mayor or the Mayor's designee, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers;
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals; and
- advance policy goals such as the procurement and support of renewable energy, energy storage, low-income customer support and other objectives consistent with law and policy.

2.4 STAFFING AND CAPACITY

The operations necessary to plan, deliver, and manage the City's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;

- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The City intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant will be a licensed broker of electricity in Massachusetts. The current Consultant has license EB-107. The Consultant will have experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports, as directed, and routine updates and attendance at meetings with the Mayor and City Council.

The Program has been developed on behalf of the City by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Mayor and City Council. The terms and conditions of any contract may be subject to review by the Corporation Counsel, as well as by any outside legal counsel which may be selected by the City, and may be further subject to the Corporation Counsel's approval as to legal form. The Consultant may provide additional services to the City upon mutually agreed terms and conditions.

3 FUNDING

Initial funding for the City's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include an up to \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The up to \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the City, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Mayor
- c) Signing of ESA by Mayor
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The City, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Mayor

All contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the Mayor or the Mayor's designee. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Mayor

With the signing of the contract by the Mayor or the Mayor's designee, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the City, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the City's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the City, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no

consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The City may also generally notify all consumers receiving competitive service of their eligibility to receive power from the City's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include at a minimum:

- mailings by the City;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in City Hall and on City's website.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the City's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the City, the eligible consumer will not be assigned to the City's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the City by the requesting electronic transmittals on a quarterly or more frequent basis from Eversource, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1 Supply contract executed between City and Competitive Supplier

| | |
|------------|---|
| Day 2 | Competitive Supplier notifies Eversource to prepare City eligible consumer data |
| Day 3 | Competitive Supplier begins EDI testing with Eversource |
| Day 14 | Competitive Supplier receives eligible consumer data from Eversource |
| Day 18 | CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers |
| Day 19 | 30-day opt-out period begins on date of receipt |
| Day 21 | Eligible consumers receive mail |
| Days 21-51 | Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier |
| Day 33 | Competitive Supplier completes EDI testing with Eversource |
| Day 54 | Competitive Supplier removes opt-outs from eligible list |
| Day 54 | Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers |

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 36 days after mailing the opt-out notice and two full business days before the meter read.

Our Consultant’s experience with previous aggregation programs suggests that the City, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 4, as amended or superseded from time to time.

4.1.5 Notification of Eversource

Along with notification of eligible consumers, the City shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the City notification, the selected Competitive Suppliers or other contracting parties may notify Eversource to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource’s Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read

date. Pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 4, participating residential consumers will be transferred to Eversource's Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the City and the Competitive Supplier and included in the terms of the contract presented to the City Council, the Mayor, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 4, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers on Basic Service in the City by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the City Council and Mayor to dissolve the Program.

Each participating consumer receiving service under the City's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The City's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the City's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant shall be responsible for conducting periodic bidding or alternative procurement processes for a new ESA or other agreement for energy or energy-related service. The Mayor or the Mayor's designee is responsible for executing any agreement or replacement service. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The City will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The City will notify Eversource of the planned termination or extension of the Program. In particular, the City will provide Eversource notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The City will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the City, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The primary initial focuses of the City, as noted above, will be acquisition of competitive prices and terms for power supply and the procurement of renewable energy or the advancement of similar policy goals. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

Any applicable taxes will be billed as part of the Program's power supply charge. Participating consumers are responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation to the Competitive Supplier.

If there is a change in law that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the City will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the City will notify participating consumers of the change in price by issuing a press release and posting a notice in City Hall and on the Program's website.

6.2 COSTS

The Program funding will be derived from an up to \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant for plan administrative services.

In addition, the City may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the City.

Further, the City may also fund operational costs associated with the on-going administration of the Program by the City, to support renewable energy, storage, resiliency or similar initiatives or projects for the benefit of participating consumers as may be determined by the Mayor or the Mayor’s designee, through an Operational Adder payable by the Competitive Supplier to the City.

6.3 BILLING

Participating consumer billing under the City’s Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a “complete bill” from Eversource that incorporates the power supply charge and Eversource’s delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 600 kWh shows the following charges for Eversource’s Basic Service in July 2018:

| For Customer With Monthly Usage of 600 kWh | | |
|---|------------------|-----------|
| | Rate (\$/kWh) | Charge |
| Delivery Services Detail (Rate: R1) | | |
| Transmission Charge | \$0.03058 | \$ 18.35 |
| Distribution Charges: | | |
| Customer Charge | | \$ 7.00 |
| Energy Charge | \$0.06145 | \$ 36.87 |
| Transition Charge | (\$0.00061) | \$ (0.37) |
| Energy Conservation Charge | \$0.01725 | \$ 10.35 |
| Renewable Energy Charge | \$0.00050 | \$ 0.30 |
| Total Delivery Services | | \$ 72.50 |
| Supplier Services Detail (Rate: Default Service) | | |

| | | |
|----------------------------|-----------|-----------|
| Generation Services Charge | \$0.11397 | \$ 68.38 |
| Total Supplier Services | | \$ 68.38 |
| | | |
| Average Bill Total | | \$ 140.88 |

Sources:

<https://www.eversource.com/content/ema-c/residential/my-account/billing-payments/about-your-bill/rates-tariffs/basic-service-eastern-ma>

<https://www.eversource.com/content/docs/default-source/rates-tariffs/1.pdf>

Accessed: June 1, 2018

7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the City’s Program this will mean that all existing consumers within the borders of the City and all new consumers in the City shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the City’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the City’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the City shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New

Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the City's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource's regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the City.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the City's Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Mayor and City Council.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 RENEWABLE ENERGY AND RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the City may solicit bids to procure additional Renewable Energy Certificates (RECs), or renewable energy and execute such other agreements as may be necessary to support optional “green” products or services. The City may seek RECs from a

variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit, price and local benefits.

The City will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The City will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e. The City will take such actions as are appropriate and necessary to support the provision of renewable energy or similar services.

11.5 OTHER PROTECTIONS

The City intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The City shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



October 4, 2017

A regular meeting of the City Council of the City of Boston was held in the Christopher A. Iannella Chamber, City Hall on Wednesday, October 4, 2017 at 12:15 P.M.

President Wu in the Chair. All Councilors present.

Reverend Mariama White-Hammond, Bethel AME Church, delivered the invocation and the meeting was opened with the pledge of allegiance to the flag.

Councilor Wu moved to adopt the minutes from the September 28, 2017 meeting. Motion prevailed.

- 1297** Message and order authorizing the City of Boston to accept and expend an additional amount of Six Million Seven Hundred and Eight Thousand Dollars (\$6,708,000.00) from the Massachusetts Port Authority for the purposes stated in the Amendment to the Foundation Grant and East Boston Foundation Declaration of Trust.
The rules were suspended; the order was passed.
- 1298** Message and order to reduce the FY18 appropriation for the Reserve for Collective Bargaining by Three Million Two Hundred Fifty-Six Thousand Three Hundred Thirty-One Dollars (\$3,256,331.00) to provide funding for the Boston Police Department for the FY18 cost contained within the collective bargaining agreement between the City of Boston and the Boston Police Detective Benevolent Society.
Referred to the Committee on Ways and Means.
- 1299** Message and order approving a supplemental appropriation for the Boston Police Department for FY18 in the amount of Three Million Two Hundred Fifty-Six Thousand Three Hundred Thirty One Dollars (\$3,256,331.00) to cover the FY18 cost contained within the collective bargaining agreements between the City of Boston and the Boston Police Detectives Benevolent Society. The terms of the contract are July 1, 2016 through June 30, 2017 and July 1, 2017 through June 30, 2020. The major provisions of the contract include base wage increases of 2% effective the first pay period of July of each fiscal year. The agreement also includes increases to existing Quinn Bill/ Education benefits, modified cumulative risk benefits beginning in July 2016, and increases to hazardous duty pay beginning in July 2017.
Filed in Office of the City Clerk October 2, 2017.
Referred to the Committee on Ways and Means.

- 1300** Message and order authorizing the City of Boston to accept and expend the amount of One Hundred Fifteen Thousand Eight Hundred Seventy Two Dollars (\$115,872.00) in the form of a grant for the FY2017 Port Security Grant Program, awarded by the U.S. Department of Homeland Security to be administered by the Police Department. The grant would fund the installation and re-powering of the BPD Harbor Patrol Unit vessels; the 31' SAFE boat and the 28' Kvichak boat.
Referred to the Committee on Public Safety.
- 1301** Communication was received from Councilor Michael F. Flaherty appointing the members of the working group established by order on August 23, 2017. The purpose of the working group is to assist the City Council's Special Committee on the Community Preservation Act in recruiting and evaluating candidates for selection to the Community Preservation Committee.
Placed on file.
- 1302** Notice was received from the City Clerk in accordance with Chapter 6 of the Ordinances of 1979 re: action taken by the Mayor on papers acted upon by the City Council at its meeting of September 13, 2017.
Placed on file.
- 1303** Notice was received from the City Clerk in accordance with Chapter 6 of the Ordinances of 1979 re: action taken by the Mayor on papers acted upon by the City Council at its meeting of September 19, 2017.
Placed on file.

Councilor Flaherty, on behalf of the Committee on Government Operations, submitted the following:

- 0106** On the message and order, referred on January 11, 2017 Docket #0106, approving a petition for a special law re: The Jim Brooks Stabilization Act (Just Cause Eviction), the committee submitted a report recommending the home rule petition ought to pass in a new draft.
The report was accepted; the petition was passed in a new draft; yeas 10 nays 3 (LaMattina, Linehan, McCarthy).

Councilor O'Malley, on behalf of the Committee on Environment and Sustainability, submitted the following:

- 1063** On the message and order, referred August 2, 2017 Docket #1063, authorizing the City of Boston to Adopt Community Choice Energy, the committee submitted a report recommending the order ought to pass in a new draft.
The report was accepted; the order was passed in a new draft; yeas 13.
Councilor Baker in the Chair.

- 1304** Councilors Zakim, O'Malley, Campbell, Ciommo, Essaibi-George, Jackson, Wu, LaMattina and McCarthy offered the following: Resolution in Support of MA H.B. 2091 /S.B 373 – An Act Automatically Registering Eligible Voters. On motion of Councilor Zakim the rules were suspended; the resolution was adopted.
Councilor Wu in the Chair.

1305 Councilors Zakim, Linehan, LaMattina, McCarthy, Flaherty, Essaibi-George, Ciommo, Campbell, Baker, O'Malley, Pressley, Wu and Jackson offered the following: Resolution in support of Dining Hall Workers at Northeastern University.
On motion of Councilor Zakim the rules were suspended; the resolution was adopted.

1306 Councilors Baker and Zakim offered the following: Ordinance amending by adding new section and subsections of CBC Ordinance, Chapter IX Eviction Data Collection.
Referred to the Committee on Government Operations.

1307 Councilor Wu for Councilor Campbell offered the following: Order for the appointment of temporary employee Cheryl Harding in City Council.
Passed under suspension of the rules.

The Chair stated that in absence of objection, one late-filed matter would be added to the Consent Agenda.

No objection being heard, the following matter was heard.

1320 Councilor Wu for offered the following: Order for a hearing to review plans for Public Facilities in the Seaport.
Referred to the Committee on Planning and Development.

1054 Councilor LaMattina called Docket #1054, message and order authorizing the City of Boston to accept and expend a grant of Four Hundred Forty-Seven Thousand Eight Hundred Sixty-Three Dollars (\$447,863.00) for the Jobs Access and Reverse Commute Program, awarded by the United States Department of Transportation, passed through the Massachusetts Department of Transportation, to be administered by the Boston Transportation. The grant will fund the City of Boston Neighborhood Mobility microHUBs Project from the Committees on Parks, Recreation and Transportation.
No objection being heard, the matter was before the body.
On motion of Councilor LaMattina, the order was passed.

The Chair moved adoption of a Consent Agenda containing the following matters:

1308 Councilor McCarthy offered the following: Resolution recognizing Frank Creedon.

1309 Councilor Flaherty offered the following: Resolution recognizing Edward "Teddy" Joyce Jr.

1310 Councilors Flaherty and Linehan offered the following: Resolution in memory of Robert W. "Bob" Kilcoyne.

1311 Councilor Flaherty offered the following: Resolution recognizing Anne Considine.

1312 Councilor Flaherty offered the following: Resolution recognizing Pat Considine.

1313 Councilors Flaherty and Linehan offered the following: Resolution in memory of Claire Anne Nee.

1314 Councilor LaMattina offered the following: Resolution recognizing The Sasso Family.

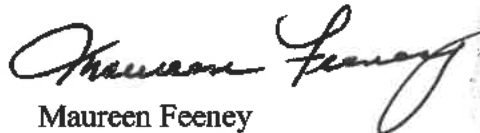
1315 Councilor Linehan offered the following: Resolution in memory of Natalie Ann Flynn.

- 1316 Councilor Pressley offered the following: Resolution recognizing 8 people for their steady commitment and work to empower and bring about change in our communities.
- 1317 Councilor Flaherty offered the following: Resolution recognizing Donald E. Green.
- 1318 Councilor Pressley offered the following: Resolution recognizing Denise Lorraine Burton.
- 1319 Councilor Pressley offered the following: Resolution recognizing No Books No Ball.

The matters contained within the Consent Agenda were severally adopted.

Adjourned at 2:06 p.m. on motion of President Wu in memory of Frances A. Lyons, Elvira C. Nazzaro, Bruce Lehane, Charles F. Farnstein, Mary E. Hines and Tom Petty, to meet again on Wednesday, October 18, 2017 at 12:00p.m.

Attest:


Maureen Feeney
City Clerk



CITY OF BOSTON

REQUEST FOR QUALIFICATIONS

FOR

BOSTON MUNICIPAL AGGREGATION PROGRAM

CONSULTING SERVICES

AUGUST 27, 2018

MARTIN J. WALSH

Mayor

CARL SPECTOR

Commissioner of the Environment
Department

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1. Introduction

1.1. Introduction

Official: Carl Spector, Commissioner of the Environment
Department

Address: 1 City Hall Square, Room 709, Boston, MA 02201

RFQ Primary Contact Person: David Musselman, Director of the Municipal Energy Unit

Email: david.musselman@boston.gov

This Request for Qualifications (RFQ) is being issued by the City of Boston (the “City”) to solicit the services of a qualified Municipal Electric Aggregator (the “Consultant”) to perform the following services.

- Develop a Municipal Aggregation Program (“Program”) to aggregate the electrical load of electricity customers within the City (“Program Participants”). Specifically, the City seeks to implement a Program that will prioritize cost stability, minimize costs relating to Program administration and commodity purchases, and provide Program Participants with opportunities to purchase electricity produced by renewable sources of power.
- In consultation with the Commonwealth’s Department of Energy Resources (DOER) and Department of Public Utilities (DPU), assist the City to develop and secure regulatory approval for the Program.
- Perform all services related to implementing and administering the Program as defined by, and in compliance with, M.G.L. c.164, §134 and any other applicable statute or regulation.

1.2. Goals of the Municipal Aggregation Program

The goals of the Municipal Aggregation Program are as follows:

- **Electricity cost stability:** providing electricity cost stability, as compared with the semi-annual variations in price per kilowatt hour (kWh) that characterize the default electricity rates offered by Eversource, the City’s local distribution company.
- **Program and electricity cost minimization:** minimizing the cost of Program administration and commodity purchases for all Program Participants.
- **Support of renewable energy and sustainability goals:** providing Program Participants with an option to purchase renewably-sourced electricity, which will advance the City’s sustainability goals by displacing fossil fuel electrical generation and reducing greenhouse gas (GHG) emissions. This can occur through direct investment in renewable energy projects, the purchase of market-based instruments such as renewable energy certificates (RECs), or other strategies. Options for Program Participants to receive electricity produced by renewable sources of generation may result in “additionality”—that is, the construction of new renewable energy projects. The City is interested in proposals or strategies that will evidence

such additionality. Whenever possible, depending on cost, such quantities of renewable power and/or RECs shall be above and beyond what is required by the Commonwealth of Massachusetts Renewable Portfolio Standard (RPS).

- **Highly effective communications and customer service:** that addresses the demographics of and needs specific to Boston residents.

The City's 2017 potential aggregate electric load equaled approximately 1.7 million MWh, excluding existing competitive supply customers.

The City desires to contract for Program electricity supply at rates (\$/kWh) lower than the rates that are reasonably projected to be charged by Eversource for default service. Consultants should assume that the favorability of Program rates will be considered over the entire length of the aggregation contract. To provide commodity pricing that is both favorable and stable, the term of commodity supply contracts may vary in duration from Eversource's electricity supply contracts. The times when the Program procures electricity to serve Program Participants may not be scheduled to be completed at regular intervals. The Consultant will work with the City and its advisor or broker to develop a strategy for electricity purchases.

1.3. Duration of Contract

The contract that the City will execute with the successful Respondent will be for a term of two years, and will include an option to renew and extend the contract for an additional one-year period. The option to renew and extend the contract will be exercised at the City's sole discretion.

2. RFQ Process

2.1. Selection Process

A selection committee will determine which technical proposals meet the minimum evaluation criteria set forth in **Section 6** below, and will evaluate and rank the technical proposals of qualified Respondents.

During the evaluation process, the Selection Committee (in the following order) will undertake the following:

- review technical proposals that meet the minimum evaluation criteria;
- pose, as needed, written or in-person questions for clarification;
- evaluate provided references in order to determine each Respondent's experience, capability, integrity, and reliability to perform the work; Is
- perform any other due diligence;
- rank the technical proposals in accordance with the comparative evaluation criteria set forth in the **Section 6** below;
- conduct interviews with the five top-ranked Respondents, after which it will adjust technical proposal rankings if necessary; and then
- select the most advantageous technical proposal.

The City will then request a pricing proposal from the Respondent whose technical proposal has been deemed the most advantageous by the Selection Committee. The City would prefer pricing to be provided on a fee basis (that is, not a mill rate (\$/kWh)) for the aggregated load). Payment of fees shall be provided on a fixed or hourly basis for each of the activities, but the City may consider fees structured on a per account or per kWh basis after pricing on a fixed or hourly basis has been submitted. Such fees shall remain in effect, without escalation, during the entire term of the contract, including the one-year renewal of the contract should the City exercise its option to extend the contract term. Consideration will be given to the amount of work, functional tasks, and applied strategies during different years of the contract.

If the City and the top-ranked Respondent cannot come to a mutually satisfactory agreement on pricing, the City will negotiate pricing with the firm offering the next most advantageous technical proposal. The City will continue negotiating with ranked Respondents until a contract is successfully negotiated.

Subject to the approval of the Mayor, the Official will make the final determination of award.

3. Scope of Services

3.1. Legislative Research

In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized municipal aggregation ("Municipal Aggregation"). Retail access to the electricity market commenced March 1, 1998. The Respondent shall complete the following tasks:

1. Analyze the existing legislation and its impact to the Municipal Aggregation/supply/energy Program efforts of the City;
2. Review any subsequent amendments to the 1997 legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU");
3. Monitor relevant Federal legislation and regulations for potential impacts to the Program; and
4. Analyze the Solar Massachusetts Renewable Target (SMART) Program (which is replacing the Solar Carve-Out Program) and its effect on the additionality of renewable energy projects in the Commonwealth.

3.2. Advise the City in its Discussions and Negotiations with Eversource

In 2017, the residential and commercial load within the City (exclusive of distribution customers with existing third-party supply contracts) equaled approximately 1.7 million MWh. There are approximately 191,000 residential, 24,000 small commercial, and 7,000 large commercial customers currently receiving Eversource basic service. To implement the Program, the City will require the Consultant to support coordination with Eversource to design and deliver the Program. This will include determining the responsible parties for each phase of the administration and facilitation of the Program, including enrollment and disenrollment, customer

invoicing and reconciliation of revenue from customers, and payments to the applicable competitive supplier delivering electricity to Program Participants.

The Consultant's specific focus shall be on ensuring that the potential solutions are viable from an operational and administrative perspective.

3.3. Develop Aggregation Program

3.3.1 Feasibility Analysis

The Consultant shall perform all technical and legal tasks necessary to completely and accurately analyze load data, and to assess the Program's current and future power supply requirements.

3.3.2 Community Input

The Consultant shall assist the City in seeking input on community-preferred default and opt-in/opt-out renewable energy options.

The Consultant shall assist the City with the development and distribution of content to inform City residents about the draft Program (3.3.3), and soliciting and evaluating their input.

The Consultant shall develop the community input and communication strategy to reflect the unique characteristics of the Boston community, including size and demographics, language, and other appropriate factors.

3.3.3 Develop Aggregation Program

The Consultant shall develop a Program that, in addition to meeting all statutory and regulatory requirements, includes the City's goals. The Consultant shall also include the following in the Program.

- **Document a strategy for determining the level and type of renewable energy to supply** in the default Program and other product offerings, including the extent to which the products require additionality. Document the methodology for calculating the impact of the Program in terms of GHG emissions reduced, MW of renewable energy capacity developed, and any other relevant environmental or sustainability metrics. The Consultant should produce preliminary analyses of such impacts based on the projected aggregate load of Program Participants.
- **Establish procedures to respond** to consumer queries and problems; power supplier problems; distribution company problems; media queries; and proposed changes in law or policy that may impact the Program.
- **Recommend a public education and information strategy** to be used to support all phases of the Program, including customer enrollment/disenrollment, and information updates and monitoring after enrollment.
- **Develop a program for ongoing customer support** including, but not limited to the following items.
 - A comprehensive communication Program spanning both the Opt-Out and post-implementation periods that includes printed materials, online resources,

community meetings, with the Consultant present, and other means which are designed to reach the full range of Boston residents and small businesses, including consideration of demographics, language and other appropriate factors.

- Commitment to attend meetings with municipal officials, as required.
- Providing written reports on a periodic basis regarding Program participation and achievement of contract milestones and goals.
- Continuous analysis regarding the development of marketing and regulatory issues, including advice on any proposed legal or regulatory changes that might affect the Program.
- **Monitoring all aspects of the Program** including all contracts with electricity suppliers, and resolving any supply contract issues that may arise.

3.4. Secure Approval of Aggregation Plan

The Consultant shall prepare and submit, with City approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the City in all communications with these state authorities, and attend hearings and meetings as required. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).

3.5. Assist with Electricity & Renewable Energy Procurements

■ Development of Electricity Supplier RFP

The Consultant will assist the City and its electricity purchasing consultant with the development of Requests for Proposals (RFPs) for electric supply for the Program. The RFPs will include, at a minimum, the following key components:

- A description of the load aggregation;
 - the potential size and shape of the aggregated load; and
 - the number of customers or accounts and load within the City.
- Desired services and features;
- Qualifications criteria;
- Selection criteria;
- Essential provisions for the standard supply contract; and
- Terms of service.

Supply billing for Program Participants will be included in the electric bill from the local distribution company, Eversource.

The Consultant shall assist the City and its supply broker to assure that all Program supply contracts are in the best interests of the City and comply in every respect with the requirements

of the Program. Nothing herein shall preclude the City from having outside legal counsel review any such recommendations or requirements.

■ Assistance with Renewable Energy Procurements to Ensure Additionality

The Contractor will assist the City and its renewable energy purchasing consultant to develop RFPs to provide Program Participants with one or more options to add renewably sourced power to the default service offered through the Program. If a contract other than the primary electricity supply contract is needed to ensure the additionality of the renewable projects from which such power or attributes (RECs) are produced, the Consultant will provide recommendations to administer payments for all such purchases.

3.6. Program Participant Enrollment/Transition

Upon execution of each electric or renewable energy supply contract, the Consultant will assist with the transfer of Program Participant data from Eversource to each new supplier.

3.7. Provide Public Education

For both the Opt-In customer enrollment and post-enrollment periods of the Program the Consultant shall prepare, or cause to be prepared, all information and education materials for the general public and for the media, subject to approval of the City.

The Consultant should have programs to message and engage with different stakeholder groups within the City (e.g. residents, businesses, elected officials, and Program Participants). The Consultant will be responsible for ensuring that any such messaging and engagement programs are available and accessible to all Boston audiences including, but not limited to, the elderly, households with low or fixed incomes, and people who do not speak English as a first language.

Consultant shall seek to coordinate communication efforts with, and to the extent practicable, use, other resident communication programs including, but not limited to, Greenovate Boston and Renew Boston.

3.8. Manage and Monitor Program

The Consultant will administer and provide technical oversight of the Program including but not limited to the following.

3.8.1 Ongoing Customer Support for Boston Ratepayers

- Administer the "opt-out" process for Program Participants;
- Respond to all questions received from Program Participants and other interested individuals, whether received via phone or email, in a timely manner (all such communications and responses will be logged and tracked to completion in a mutually agreed upon manner); and
- Provide a hotline and a webpage on the City's www.boston.gov domain where Program Participants and others can obtain relevant information concerning the features of the Program.

3.8.2 Ongoing Customer Support for City Officials Administering the Program Consulting Services Contract

- Prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), or any other state agency, if applicable, with regulatory authority over the Program.
- Participate in negotiations with the competitive suppliers and the distribution company serving the City as it relates to the Program.
- Monitor and report on compliance by commodity suppliers relative to all subject contract terms and conditions as they relate to the Program, and the resolution of any commodity contract issues.
- Reports and Updates
 - Prepare written reports on the ongoing operations of the Program to be submitted on a quarterly basis, or other periodic term as agreed to by the City, and upon the request of City officials. Such reports should include information about Program participation, the achievement of Consultant contract milestones and municipal goals; as well as cost, energy and renewable data.
 - On an annual basis, provide a report that analyzes the Program's renewable energy component in terms of GHG emissions reductions, MW of renewable generation added to the grid, and any other metrics the Consultant deems relevant, including the evidence supporting these claims.
 - Provide routine updates and attend meetings with the City officials.
- Analysis:
 - Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the Program.

4. Submission of Proposals

4.1. Content of Technical Proposals; Date, Time, Means, and Location of Submission

Respondents must submit their technical proposals no later than **4:00 o'clock p.m. EDT, October 10, 2018**, by making physical delivery to the office of the Official at the address provided in Section 1.1, above. **No late proposals will be accepted.** Technical proposals will be opened publicly in the presence of two or more witnesses at 10:00 o'clock a.m. EDT, October 11, 2018, at the office of the Official.

Respondents may submit their technical proposals via U.S. Mail, via courier, or in person. Respondents must submit one (1) complete technical proposal inside a sealed envelope together with one (1) searchable, digital copy of the identical technical proposal in .PDF file format (on a USB "thumb" drive). ("Searchable" means that a standard .PDF reader with a Find/Search tool may be used to search for a keyword in the technical proposal.) The naming convention for the digital .PDF copy should be "[COMPANY NAME]-RFQ for BMAP Consulting

Services”). **All physical deliveries must be made no later than 4 o’clock p.m. EDT, October 10, 2018. No late technical proposals will be accepted.**

Sealed envelopes containing technical proposals should be clearly marked as follows

[COMPANY NAME]

RFQ for BMAP Consulting Services

[DATE SUBMITTED]

and should be delivered or sent to

David Musselman
Environment Department
City Hall Room 709
One City Hall Square
Boston, MA 02201-2023

Technical proposals delivered via U.S. Mail, courier (or in person), or overnight couriers should be placed inside a sealed envelope labeled pursuant to the instructions just stated PRIOR to being sealed inside the envelope/package used to make delivery

All Respondents must also complete and sign the following documents, and return them inside the sealed envelope containing their submitted Technical Proposals:

- Certificate of Authority—Form CM 06 (Exhibit I)
- Standard Contract & Standard Contract General Conditions—Form CM 10-11 (Exhibit II)
- Contractor Certification—Form CM 09 (Exhibit III)
- CORI Compliance—Form CM 15A (Exhibit IV)
- Covered Vendors Living Wage Agreement—Form LW-2 (Exhibit V)
- Covered Vendors Living Wage Affidavit—Form LW-8 (Exhibit VI)
- Wage Theft Certification Form CM16 (Exhibit VII)

Electronic copies of the above documents can be accessed at <http://bit.ly/2P9ZMoO>. Many of the contract documents provided at that location can be populated/completed electronically. **The City requires Respondents to execute the above documents with original signatures. The City cannot accept electronic delivery of any technical proposal or any of the above required contract documents.**

Each of the following contract documents shall be merged into the executed contract, and should also be returned inside the sealed envelope containing each Respondent’s technical proposal.

- Specifications—Form CM 04 (Exhibit VIII)
- CORI Compliance Standards—Form CM 15B (Exhibit IX)
- Jobs and Living Wage Ordinance Notice to Vendors—Form LW-1 (Exhibit X)

- Advertisement (Exhibit XI)

4.2. Additional submission information

- The City assumes no liability for and will not reimburse any costs incurred by any Respondent (whether or not selected) in developing technical proposals in response to this RFQ.
- Failure of a Respondent to completely investigate the RFQ, and/or to be thoroughly familiar with this RFQ, shall in no way relieve any such Respondent from any obligation with respect to their submission.
- Submission of a technical proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, M.G.L. c.66, §10 and is bound thereby. Disclosure of any information provided by any Respondent in connection with this RFQ shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c.66, §10.
- Submission of a technical proposal shall be deemed permission to the Selection Committee to make inquiries concerning the Respondent to any persons or firms deemed appropriate by the Selection Committee, including any named subcontractors.
- Each technical proposal will be reviewed for completeness, and incomplete submissions may be rejected without further consideration. A technical proposal will be considered complete if all requested sections and information, and all required contract documents, are included in the proper order. Respondents shall use the prescribed format to indicate their experience and qualifications and describe their approach to implementing the Program for the City.

4.3. Timeline

The timeline for the RFQ is as follows:

| Event | Date | Time (EDT) |
|---|--------------------|------------|
| Release of RFQ | August 27, 2018 | 12:00 noon |
| Submit Written Questions to david.musselman@boston.gov | September 14, 2018 | 4:00 p.m. |
| Posting Responses to http://bit.ly/2P9ZMoO | September 26, 2018 | 5:00 p.m. |
| Submission of Response | October 10, 2017 | 4:00 p.m. |

5. Submission Requirements

5.1. Minimum Eligibility Requirements

Respondents must:

- have previous experience analyzing and advising clients on DPU and DOER regulatory requirements related to municipal aggregation programs;
- have previous experience in the energy industry including, but not limited to
 - having demonstrated experience in electricity procurement, and
 - having expertise in renewable energy policy that can be implemented via a municipal aggregation program; and
- have demonstrated experience in community outreach, marketing and education.

5.2. Technical Proposal

Respondents shall submit technical proposals that include the following requirements. The City reserves the right to reject proposals submitted without these required items.

5.2.1 Narrative Describing Approaches to Potential Program Challenges

Respondents must provide a narrative explaining the following:

- How their firm meets the minimum qualifications stated in the preceding Section 5.1;
- How their firm would approach renewable energy additionality, with a separate statement regarding the additionality of solar projects in Massachusetts in the context of the Solar Massachusetts Renewable Target (SMART) Program; and
- How their firm would address the financial, operational, and/or administrative challenges that may arise and proposed solutions to those challenges.

5.2.2 Respondent Background

1. Provide background on the Respondent's firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation, etc.
2. Note location of the offices from which the consulting services will be managed.
3. If Respondent has any financial interest in any energy supplier or renewable energy provider (or vice versa), Respondent should disclose such interests and provide a statement as to why such interest(s) will not limit or reduce the City's access to the most competitive process possible for its commodity procurements.

5.2.3 Personnel

Respondents should describe projected resource availability for the anticipated duration of the consulting contract. This includes identifying and providing short biographies of the key project personnel that will work on the project, field(s) of expertise, years of experience, specific responsibilities on the project, and the percentage of estimated time they will work on the

project. Include any relevant experience, such as the number of similar projects in which the employee has directly participated.

5.2.4 References

Please select three (3) clients to serve as references, and provide the names, phone numbers, and emails (if available) of the responsible individuals employed by each such client. Please also provide a succinct description of the projects undertaken for each client (up to a half page each).

5.2.5 Legal Proceedings

Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.

5.2.6 Optional Services/Extras

At the option of the Respondent, propose additional and/or alternate elements to expand the scope of services to improve the ability of the City to meet the Program goals stated in Section 1.2.

5.2.7 Qualifications for Implementing Municipal Aggregation

1. Provide a description of the Respondent's experience with municipal aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation programs and implementing effective public education and outreach programs.
2. Provide the following information:
 - a. MWh/year of aggregate load served by Massachusetts municipal aggregations for which your firm currently provides consulting services.
 - b. A list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed an aggregation, which will be defined as having achieved the following:
 - Approval of municipal aggregation program by the appropriate regulatory authorities;
 - Assistance with the procurement of commodity supplies for any such municipal aggregations; and
 - For any municipal aggregations which did not go forward, were not approved or have been terminated or suspended, provide information explaining the reasons they did not go forward or are no longer operating, including a comparison of the price between the basic service rates provided by the local utility distribution company and the rates offered by the municipal aggregation program, and any damages, penalties, or other charges incurred by the municipality associated either with the termination of the program, or the cancelation, termination, or suspension of any energy supply contract or renewable energy contracts.

- c. For each client listed included in clause “b” above, please indicate whether the first two milestones have been completed and please provide:
 - the name and location of the municipality;
 - total population served through the municipal aggregation or similar service;
 - the annual MWh load served; and
 - data indicating the monthly or term savings (or losses) for each municipal aggregation or similar service as compared to the basic service rates offered by the local distribution companies during the term.
3. Briefly describe Respondent’s understanding of the regulations in Massachusetts pertaining to municipal aggregations, including precedents established or rulings by the Department of Public Utilities that shape how such programs may be structured or what features may be included. This would include the ability of the City to implement ladder or hedged supply contracts, kWh adders to fund supporting staff or related Programs features or activities, termination and re-activation of programs, etc.
4. Provide an example of a past outreach strategy prepared to implement a municipal aggregation program along with representative samples of any outward-facing communications that were included. Please describe the firm’s experience providing translation services as part of past outreach strategies, including the presentation of materials to non-English speakers, or ESL speakers.

5.2.8 Qualifications for Delivering Renewable Energy Additionality

1. Describe the Respondent’s understanding of additionality. What other attributes contribute to additionality? Can a link be made between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist? For renewable projects here in the Commonwealth do Massachusetts Class I RECs guarantee additionality? In light of the relatively clean electricity grid in New England, would higher levels of GHG reductions be achieved by pursuing additionality in less green independent system operator territories (e.g. PJM, MISO, etc.)?
2. Describe the Respondent’s experience identifying and procuring suitable renewable energy projects generally and renewable energy that would meet the additionality requirement of the Program.
3. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s) for which such analyses were performed.

5.2.9 Technical Approach to Implementing the Scope of Services

Describe in detail the work program, schedule, and mechanics of how the prospective Respondent will accomplish each task included the Scope of Services. Respondents should expand on the generalized outline of methods contained in the Scope, with specific details of how each of the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered, or that may be unique to the City.

5.2.10 Technical Approach to Implementing the Scope of Services:

Procurement

1. Explain the methodology your firm would use to recommend which offers from third party commodity suppliers would be in the best financial interest of Program Participants.
2. Based on the Respondent's understanding of additionality, as described above, what strategy(ies) would it offer to encourage the development of new renewable energy generation? The City wishes to encourage innovative solutions and will also accept strategies for achieving additionality through
 - a. Direct Investment in a renewable energy project and
 - b. Other strategies

Number each strategy and for each strategy offered, describe the following:

- a. Characteristics of qualifying projects or purchases (e.g. REC attributes);
- b. Process for identifying and executing qualifying payments or purchases;
- c. Explanation of how each strategy ensures additionality;
- d. How to correlate Program renewable energy purchases with the quantities of renewable generation constructed and GHG emissions avoided (please note if and where there is any uncertainty regarding those quantities);
- e. Whether for any of the proposed strategies there are certain contracting lengths or structures that are required, or whether there are there any restrictions in terms of total load size or other municipal attributes that might limit the applicability of the strategy to the City?

5.2.11 Technical Approach to Implementing the Scope of Services: Outreach

For the task "Provide Public Education," Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community - e.g. residents, business, public officials, etc. Respondent should also describe how it would tailor its engagement Program based on the characteristics of the City, including the diversity of its residents.

6. Evaluation Criteria

6.1. Minimum Evaluation Criteria

In order to be considered responsive, a proposal must have all information and documents required in the Sections 4.1 and 5.2.

6.2. Comparative Evaluation Criteria

All responsive proposals will be evaluated in the following areas based on comparative evaluation criteria for Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA). Feedback gained from references may affect the rating assigned in any applicable category:

| 5.2.1 Qualifications Relating to Addressing Potential Program Challenges | |
|---|---|
| HA | Respondent demonstrates superior qualifications for assisting the City with developing approaches to addressing potential challenges of the Program via thoughtful and insightful feedback. |
| A | Respondent demonstrates good qualifications for assisting the City with developing approaches to addressing potential challenges of the Program by providing feedback to the questions posed. |
| NA | Respondent demonstrates poor qualifications for assisting the City with developing approaches to addressing potential challenges of the Program by not fully responding to the questions. |

| 5.2.2 and 5.2.3 Qualifications of Project Personnel and Firm | |
|---|--|
| HA | Respondent demonstrate(s) superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements. |
| A | The Respondent's resume(s) demonstrate(s) that Respondent has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements. |
| NA | The Respondent's resume(s) do/does NOT demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein. |

| 5.2.4 References | |
|-------------------------|---|
| HA | References demonstrate high competence, responsiveness, creativity, and success in implementing similar programs. |
| A | References demonstrate adequate competence, responsiveness, creativity, and success in implementing similar programs. |
| NA | References do NOT demonstrate competence, responsiveness, creativity, and success in implementing similar programs. |

| 5.2.5 Legal Proceedings | |
|--------------------------------|---|
| HA | No legal proceedings pending or concluded within the past five (5) years related to the performance of services by the Respondent. |
| A | Few legal proceedings pending and no legal proceedings concluded adversely to Respondent within the past five (5) years related to the performance of services by the Respondent. |
| NA | Numerous legal proceedings or any legal proceedings concluded adversely to Respondent within the past five (5) years related to the performance of services by the Respondent. |

| 5.2.6 Optional Services/Extras | |
|---------------------------------------|---|
| HA | Respondent identifies and has the capability to provide additional and/or alternate elements to expand the scope of services to significantly improve the ability of the City to meet the Program goals stated in Section 1.2 |
| A | Respondent identifies and/or has some capability to provide additional and/or alternate elements to expand the scope of services to improve the ability of the City to meet the Program goals stated in Section 1.2 |
| NA | Respondent does NOT identify and/or does not have the capability to provide additional and/or alternate elements to expand the scope of services to improve the ability of the City to meet the Program goals stated in Section 1.2 |

| 5.2.7 Qualifications for Implementing Municipal Aggregation | |
|--|--|
| HA | Respondent demonstrates superior experience in successful development of municipal aggregation programs, particularly in Massachusetts. |
| A | Respondent demonstrates adequate experience in successful development of municipal aggregation programs. |
| NA | Respondent does NOT demonstrate adequate experience in successful development of municipal aggregation programs and/or consulting engagements did not result in implementation of a municipal aggregation program, or had a municipal aggregation program which was terminated |

| 5.2.8 Technical Approach: Mechanisms for Achieving Renewable Energy Additionality | |
|--|---|
| HA | Respondent provides highly convincing strategy for achieving additionality and provides strategy(ies) with broad applicability to the City. |
| A | Respondent provides convincing strategy for achieving additionality but provides strategy(ies) without broad applicability to the City. |

| | |
|----|--|
| NA | Respondent provides non-convincing strategy for achieving additionality. |
|----|--|

5.2.9 Technical Approach to Implementing the Scope of Services

| | |
|----|---|
| HA | Proposal demonstrates a superior approach to the subject material. |
| A | Proposal demonstrates a good approach to the subject material. |
| NA | Proposal does NOT demonstrate an adequate approach to the subject material. |

5.2.10 Technical Approach: Procurement of Electricity

| | |
|----|--|
| HA | Respondent provides methodology that is objective, transparent and succinctly rates electrical supplier 3rd party supplier offers. |
| A | Respondent provides reasonably objective and understandable methodology, and somewhat clearly rates electrical supplier 3rd party supplier offers. |
| NA | Respondent does not provide objective, easily understandable methodology and/or does not clearly rate electrical supplier 3rd party supplier offers. |

5.2.11 Technical Approach: Education, Enrollment and Public Support

| | |
|----|---|
| HA | Proposal demonstrates a superior tailored approach to Program implementation relating to communication, education and building support for Boston residents and small businesses. It includes superior approach to the public engagement process. |
| A | Proposal demonstrates a good approach to Program implementation relating to communication, education and building support. It includes good approach to the public engagement process. |
| NA | Proposal does NOT demonstrate an adequate approach to Program implementation relating to communication, education and building support. |

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:

1.1 The following terms in these Contract Documents shall be construed as follows:

1.1.1 "City" shall mean the City of Boston, Massachusetts.

1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.

1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.

1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:

2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.

2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.

2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.

2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:

3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:

4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:

5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.

5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.

5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.

5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.

5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY

6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.

6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.

6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.

6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:

7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.

7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:

8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor furnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.

8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.

8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.

8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:

9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:

10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:

11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.

11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.

11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.

11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.

11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.

11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 – AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 – PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 – MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 – BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 – FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

Approved as to form by Corporation Counsel
September 2017

CITY OF BOSTON

**CONSULTANT AGREEMENT
FOR MANAGEMENT OF THE BOSTON MUNICIPAL AGGREGATION PROGRAM
AND ENERGY-RELATED SERVICES**

This Consultant Agreement is made and entered into this 26th day of February, 2019, by and between the City of Boston ("City"), a municipal corporation having its principal place of business at 1 City Hall Square, Boston, MA 02201 as represented by Christopher Cook, Chief of Environment, Energy, and Open Space, acting for and on behalf of the City who signs these presents in his official capacity and incurs no liability in his individual capacity, and Colonial Power Group, Inc., having its principal place of business at 5 Mount Royal Avenue, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: The scope of services to be performed by the Consultant shall be all of the services required to develop, obtain regulatory approval for, and implement and operate a municipal aggregation program under M.G.L. c. 164, § 134 (an "Aggregation Plan") for the City including, but not limited to those contained in and reasonably inferable from the Request for Qualifications for Boston Municipal Aggregation Program Consulting Services, issued on August 27, 2018 including the City's standard contract forms contained therein (the "RFQ"), as supplemented and amended by any written addenda issued, and any proposal submitted by the Consultant in response to the RFQ ("Proposal"), together with the Mayor's letter of award dated February 19, 2019, all of which are incorporated herein by reference and which, together with this signed Agreement, are collectively referred to as the "Contract" or "Agreement" provided that in the event of any conflict or inconsistency in and between the terms of the RFQ and the Proposal, the terms resulting in the better quality and greater quantity of services reasonably determined by the City, shall control. In addition to, and not in limitation of, any standards set forth in the RFQ or Proposal, Consultant shall perform its services using its best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with and assist the City and its agents in connection with the preparation of an Aggregation Program and, if applicable, an energy plan pursuant to M.G.L. c. 164, § 134(b) (an "Energy Plan"), including without limitation meeting with representatives of the City and the City's electricity customers at such times and with such frequency as reasonably necessary; preparing such Aggregation Plan or Energy Plan in consultation with the City and the Massachusetts Department of Energy Resources (DOER); soliciting approval of such plans from the Massachusetts Department of Public Utilities (DPU) and the City's electricity customers; preparation and implementation of a public-education program regarding such Aggregation Plan or Energy Plan, and supporting communications during the post-implementation, operational phase of the Aggregation Plan or Energy Plan. The Consultant represents and warrants that it is an electricity broker licensed by the DPU; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts (the "Commonwealth") addressing municipal load aggregation programs, as well as the "Guide to Municipal Aggregation in Massachusetts," published by DOER; and that it shall perform all services under this Agreement

in accordance with such laws and regulations, as well as all other applicable laws and regulations.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Scope of Services which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While performing the services under this Agreement, the Consultant and the City agree, understand, and recognize that pursuant to, and for the purposes of, M.G.L. c. 149, § 148B, the Consultant is an independent contractor, and, therefore: (1) Consultant is free from the City's control and direction in connection with the performance of the service, both under this Agreement and in fact; (2) the service is performed outside the usual course of the business of the City; and (3) the Consultant is customarily engaged in an independently established trade, occupation, profession, or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

APPLICABLE LAW: This Agreement shall be subject to and construed in accordance with all applicable laws and regulations, which are incorporated herein by reference and shall control in the event of a direct, irreconcilable conflict between the provisions of such laws and regulations and the provisions of this Agreement.

PAYMENT TERMS AND SCHEDULE: The Consultant shall, during the term of this Agreement, receive a price of \$0.0007 per kilowatt hour (kWh) for each kWh purchased by a participating customer under the City's Aggregation Plan. Said price per kWh shall be the complete price for all services furnished and all expenses incurred by the Consultant, and shall be paid directly to the Consultant by the company that is then providing electric power and energy services participating customers in the Aggregation Plan (the "Competitive Supplier"). The City shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Notwithstanding the foregoing the City may, before the execution of any contract with any Competitive Supplier to provide electric power and energy services, and in its sole discretion, elect to discontinue, at any time and for any reason, the Aggregation Plan, and in such event, terminate this Agreement without any liability. In the event the City enters into a contract with a Competitive Supplier, nothing in this Agreement shall prevent the City from terminating such contract with the Competitive Supplier and, thereafter, this Agreement, without any liability.

TAX COMPLIANCE: The Consultant, by signing this Agreement, hereby certifies under penalties of perjury, in accordance with M.G.L. c. 62C, § 49A, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

UNEMPLOYMENT CONTRIBUTION: The Consultant complies with all laws of the Commonwealth relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT; NON-COLLUSION: The Consultant certifies under penalty of perjury that it is not presently debarred from entering into a public contract in the Commonwealth under the

provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder; and that the Proposal it submitted in response to the RFQ, which culminated in this Agreement, was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

INDEMNIFICATION: In addition to all other rights and remedies available to the City, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the City, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the City may sustain which arise out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification obligation. The Consultant further agrees to reimburse the City for damage to the City's real or personal property caused by the Consultant, its employees or agents, unless damage is caused by the City's gross negligence or willful misconduct. After prompt notification of a claim by the City, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The City shall not be liable for any costs incurred by the Consultant arising under this paragraph. In the event of any conflict or inconsistency in and between this paragraph and any provision regarding indemnification included in the City's Standard Contract General Conditions ("Form CM 11"), the provisions stated in the Form Cm 11 shall control.

INSURANCE: The Consultant shall maintain, during the full term of this Agreement, the insurance set forth below. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the City is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the City shall receive advance written notice of any cancellation of any such insurance policy.

General Liability

\$2,000,000 per occurrence

\$4,000,000 aggregate

Workers' Compensation Insurance

\$1,000,000 employer's liability limit

Professional Liability Insurance

Minimum Coverage \$1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the City with Certificates of Insurance which include the City as an additional named insured and which include a thirty-day notice of cancellation to the City.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Mayor or the Mayor's designee.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the City.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that any failure of Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, or Consultant's failure to supply required reports after the date of execution of this Agreement, shall be a breach of this Agreement for which the City may terminate the Agreement under the provision for termination below. The City may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the City's completion of such work or services. Consultant shall forthwith pay such costs to the City, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the City by reason of completing such work or services. In such event, except as may be required by law, the City shall have no obligation to have such work and services performed at the lowest price.

PROCUREMENT ERRORS: If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the City, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement may be voided by the City without liability. The City makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.

TERMINATION: This Agreement shall expire on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated earlier under this Section upon prior written notice to the Consultant, or in accordance with any other provision of this Agreement allowing for termination, or as may otherwise be permitted by law; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement shall be sufficient cause for the City to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant, which 5-day period shall not constitute a cure period.

SEVERABILITY: The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.

ENTIRE AGREEMENT CLAUSE: The City and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the City and the Consultant, and no other binding agreement exist other than those incorporated herein.

DURATION OF CONTRACT: It is agreed the duration of this Agreement shall be two years, with the option to renew for up to one year at the City's sole discretion. It is understood and agreed that there is no financial contractual obligation of the City in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

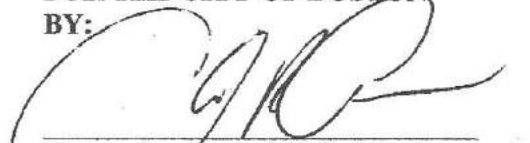
IN WITNESS WHEREOF, the Consultant and the City hereto set their hands and seals.

**FOR THE CONSULTANT
BY:**


Mark Cappadona, President

Date: 2/20/19

**FOR THE CITY OF BOSTON
BY:**


Christopher Cook, Chief of Environment,
Energy, and Open Space

Date: _____



COMMUNITY CHOICE ENERGY

We're giving Boston residents greater control over the kind of energy they use in their homes, and the price of that energy.



PROGRAM MENU

Through this program, the City of Boston will pool the buying power of electricity customers. This will give communities the chance to buy energy as a group for everyone. This type of program is also known as municipal aggregation, or community choice aggregation.

Have questions? Contact:



617-635-3850



LAUREN.ZINGARELLI@BOSTON.GOV

WHAT IS COMMUNITY CHOICE ENERGY?

Through Community Choice Energy, cities and towns combine the buying power of electricity customers in their communities.

CREATING BULK BUYING GROUPS

Under this type of program, cities and towns enroll residents who receive default electricity service into a single buying group. They may also require a greater percentage of renewable



IMPACT

The City of Boston is committed to being carbon neutral by 2050.

Carbon neutrality means that Boston can only release as much carbon pollution as our local

BENEFITS OF THE PROGRAM

"Green" municipal aggregation is one of several tools Boston can use to buy more clean energy and reduce carbon pollution. This program may also allow Boston residents to:



- ▶ address growing concerns around predatory customer practices in the energy market.

PROPOSED PLAN

*Boston's Community Choice
Power Supply Program
Aggregation Plan is now
available for public comment.*

THE PLAN SETS OUT THE RULES FOR HOW THE
AGGREGATION WILL WORK, INCLUDING:

- ▶ eligibility

- ▶ voluntary participation



plan will then be filed with and approved by the [Department of Public Utilities](#), which offers its own public comment period.

[READ THE PLAN](#)

[VIEW PUBLIC NOTICE](#)

- ▶ equitable treatment for customers in the same class, and
- ▶ enrollment and billing processes.

THE PLAN DOES NOT:

- ▶ set prices
- ▶ establish the amount or type of carbon free generation which will be included, and
- ▶ establish the term of the contract.

Those matters will be determined by the City after the plan is approved. The City is working with a community working group to explore those issues.



PUBLIC COMMENT

HOW TO COMMENT

If you would like to comment, you may do so in person at the [City Clerk's office](#), or you can submit written comments. Please email david.musselman@boston.gov with "City of Boston's Aggregation Plan" in the subject line, or mail your comments to:

PLEASE NOTE:

Comments must be clearly marked "City of Boston's Aggregation Plan." They must be received (not postmarked) by 5 p.m. Friday, May 17, 2019, to be considered.



Environment Department, Room 709

City of Boston, 1 City Hall Square

Boston, MA 02201

PROCESS

The City will follow the steps toward aggregation [as laid out by the state](#). We will work with the state and a consultant to



The City is also convening a working group to inform the proposed plan and guide how we put it in place. After we are approved by the [Massachusetts Department of Public Utilities](#), the City will be able to start the program.

[REDACTED]

2. *Convene Working Group*

[REDACTED]

3. *Select a consultant*

[REDACTED]

4. *Develop aggregation plan with Consultant*

[REDACTED]

5. *Provide opportunity for public review and comment on plan*

[REDACTED]

6. *Submit Plan to Department of Energy Resources for consultation*

[REDACTED]

7. *Submit Plan to Department of Public Utilities for approval*

[REDACTED]





Group and Community Paradigm Associates. They will help us design and roll out our Community Choice Energy program.

Colonial Power Group helps Massachusetts cities and towns launch and manage energy aggregation programs. They've brought their expertise to more than 60 municipalities so far.

Community Paradigm Associates specializes in municipal law and process. They will also help us with collaborative decision-making and community engagement.

Boston residents. As we develop the Community Choice Energy program, they will serve as:

- ▶ experts
- ▶ advocates, and
- ▶ community leaders.

The group will meet often over the duration of this process. For questions about the working group, please contact the [Environment Department](#).



MORE CLIMATE PLANNING INFORMATION

OVERVIEW OF CLIMATE ACTION IN BOSTON

We're creating a clear vision for how we will reach carbon neutrality.

2019 CLIMATE ACTION PLAN UPDATE

The latest update will set us on the path toward carbon neutrality.

CLIMATE READY BOSTON

Our initiative to get the City ready for the impacts of climate change.

CARBON FREE BOSTON

Our initiative to become carbon neutral by 2050.



WHO'S INVOLVED:

| | |
|---|-------------------------------------|
|  | <p>ENVIRONMENT 617-635-3850</p> |
|---|-------------------------------------|



[PRIVACY POLICY](#) [CONTACT US](#) [ALERTS AND NOTIFICATIONS](#)
[PUBLIC RECORDS REQUESTS](#)

[REPORT AN ISSUE](#)





City of Boston
Environment



City of Boston
Mayor Martin J. Walsh

BOSTON HAS RELEASED THE CITY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

The City of Boston developed the Aggregation Plan (the “Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the City’s Plan. The Plan has been developed in consultation with the City’s aggregation implementation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the City to negotiate rates for power supply. It brings together the buying power of more than 675,000 consumers. Furthermore, the City seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (DPU).

This Plan establishes the governing principles and practices for the City’s Community Choice Power Supply Program, for example, notice practices and general guidelines in terms of procurement goals. This Plan does not describe actual products or pricing. The City will periodically update or refine its procurement strategies or goals with respect to contracting with renewable project developers and then determine the appropriate procurement procedures to achieve these goals consistent with applicable rules and regulations.



City of Boston
Environment



City of Boston
Mayor Martin J. Walsh

Public Review and Comment Period

The City of Boston's Aggregation Plan is available for public review and comment from **Tuesday, April 23, 2019, at noon**, through **Friday, May 17, 2019, at 5:00 p.m.**

Any person who desires to comment may do so in person at the City Clerk's office or submit written comments using one of the following methods: (1) by e-mail to david.musselman@boston.gov with "City of Boston's Aggregation Plan" in the subject line; or (2) by United States mail to the address below.

Comments must be clearly marked **City of Boston's Aggregation Plan** and must be received (not postmarked) by the end of the comment period in order to be addressed.

David Musselman
Director of Municipal Energy Unit
Environment Department, Room 709
City of Boston
1 City Hall Square
Boston, MA 02201

Any questions pertaining to this should be directed to David Musselman, Director of Municipal Energy Unit at (617) 635-3850.

[Click here to read the City of Boston's Aggregation Plan.](#) An original hardcopy of the Plan is also available at the City Clerk's office.

CITY of BOSTON

1 CITY HALL SQUARE BOSTON, MA 02201-2021 | ROOM 709 | 617-635-3850 | ENVIRONMENT@BOSTON.GOV

The City of Boston
received the following
comments on the
Aggregation Plan
(with responses).



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Bob Tumposky <tumposky@gmail.com>

Wed, May 22, 2019 at 3:07 PM

Mr. Tumposky:

Thank you for providing 350 Mass's comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 7:33 PM Bob Tumposky <tumposky@gmail.com> wrote:

350 Mass (Boston) is pleased to hear that the City of Boston's Community Choice Energy plan is getting off the ground. We are, however, concerned about the question of New England vs. out of region sources of electricity. We urge the utmost effort to acquire contracts for certified sustainable New England-based electricity sources, be they solar, hydro, or wind. The renewable energy certificates should be either created in the New England Power Pool System or certified by a reputable organization. Wind power is best used in the area in which is generated. The electricity sold on the wider market is often not a replacement for fossil fuel sources and does not stimulate sustainable energy use in those areas. We understand that this may not be easy while we are waiting for large scale New England wind projects to come on line, but we do encourage you to do as much as possible.

350 Massachusetts (Boston)



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201

5/22/2019

City of Boston Mail - Re: City of Boston's Aggregation Plan

617.635.3850 (w)

david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:05 PM

To: Loie Hayes <loie.hayes@gmail.com>

Dear Ms. Hayes:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 4:48 PM Loie Hayes <loie.hayes@gmail.com> wrote:

Dear Mr. Musselman,

I urge you to remove from the City of Boston's draft Aggregation Plan any option to purchase renewable energy from projects outside the New England grid. I appreciate that current City staff and consultants express commitment to prioritizing locally generated renewables. Given that clear commitment and the City's evident concern with additionality and local benefits in terms of jobs, health, and social equity, I am puzzled about why the draft keeps open the door to national RECs.

National RECs have a dubious effect on energy project developments in states that lack a strong RPS. It is for this reason that they trade at a fraction of the cost of more efficacious New England RECs. If Boston ever faced a choice between a small amount of New England RECs and a large amount of national RECs, I would consider 1% New England RECS to be more valuable than 100% national RECs.

Knowing the lack of value that national RECs would contribute to the reduction of greenhouse gases that Boston is responsible for, keeping that option open is like saying we're giving up cigarettes, but we're going to keep a carton in the garage, just in case. Either we're committed to real climate change mitigation or we're not. I hope we are.

Loie Hayes
4 Bucknam St.
Boston, 02120

857-544-6846



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:07 PM

To: Michele Brooks <michele.brooks@sierraclub.org>

Dear Ms. Brooks:

Thank you for providing the Sierra Club's comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 4:40 PM Michele Brooks <michele.brooks@sierraclub.org> wrote:

Dear Mr. Musselman,

Please accept the attached comment on the City of Boston's Municipal Aggregation Plan submitted on behalf of the Massachusetts Sierra Club.

Sincerely,
Michele Brooks

—
Michele Brooks
pronouns (she/her/hers)
Boston Community Organizer
Massachusetts Sierra Club
(o) 617-423-5775
(c) (508) 816-2977

Add to our power by becoming a member today!



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



May 17, 2019

Mr. David Mussleman, Director of Municipal Energy Unit
City of Boston
One City Hall Square
Boston, MA 02201

Dear Mr. Musselman:

The Massachusetts Sierra Club is pleased to see the process of developing the City of Boston's municipal aggregation program moving forward. We reviewed the City's plan and are concerned with the section that states:

"The City will require that the RECs [Renewable Energy Certificates] either be created and recorded in the New England Power Pool [NEPOOL] Generation Information System or be certified by a third party such as Green-e." (page 16)

The Sierra Club advocates for the purchase of Class 1 Renewable Energy Credits (RECs) which support local renewable energy generation in New England. Furthermore, we support the city in maximizing the sourcing of renewable energy projects right here in Boston through direct investment, local power purchase agreements, or more creative efforts such as microgrids. Local renewables give our members in Boston the best access to the benefits of clean energy – green jobs and cleaner air from the retirement of older, dirty, carbon-burning sources. Wherever possible, CCE mechanisms should give preference to energy developments situated in and controlled by frontline climate and environmental justice communities, especially those that increase climate resilience in those communities and connect the multi-racial working class to the economic benefits of renewable energy.

We look forward to a swift implementation of the City of Boston's municipal aggregation program so that residents can reap the benefits of more stable utility bills, clean energy job creation, and the health benefits associated with cleaner air.

Sincerely,

Michele Brooks
Boston Community Organizer
Massachusetts Sierra Club



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:04 PM

To: Loie Hayes <loie@greenenergyconsumers.org>

Dear Ms. Hayes and Mr. Chretien:

Thank you for the Green Energy Consumers Alliance's comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

The City drafted the Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 4:33 PM Loie Hayes <loie@greenenergyconsumers.org> wrote:

Dear Mr. Musselman,

Thank you for the opportunity to comment on the City of Boston's Aggregation Plan. As you may know, our Boston-based nonprofit organization has been working in the voluntary renewable energy market since 1998. We buy Renewable Energy Certificates (RECs) wholesale and sell green power to individuals, businesses, and several communities that have adopted what we call "Green Municipal Aggregation."

Our comments are few:

1. Green Municipal Aggregation is not complicated. The rewards are clear and the risks are close to zero. Aggregation is a fundamental, easy measure for reducing greenhouse gas emissions. It is also a way to shield consumers from getting ripped off one at a time by competitive power suppliers offering rates that are too good to be true. For both reasons, Boston should adopt this model without further delay.
2. There are legitimate and justifiable ways to incorporate distributed energy resources into the aggregation. However, those ways, which we generally term "GMA 2.0," are complex and come with some risk. We recommend that the City work with the community to develop a list of options for inclusion in the next phase of GMA.
3. For this initial phase, we recommend that Boston simply direct its consultant to organize a procurement of RECs that qualify for the Massachusetts Renewable Portfolio Class I standard. Those RECs contribute to additionality and support the greening of New England's power grid, which includes Boston.
4. We encourage the City to take off the table the notion of purchasing (through a power purchase agreement or another means) RECs from projects located outside of New England. Those RECs could very well be less expensive than Massachusetts Class I RECs, but the old adage applies, "You get what you pay for." While the City might see value in a renewable energy project located where the grid is dirtier than here, the relevant point is whether the purchase of the REC will result in lower emissions. The purchase of RECs from Texas, for example, has a negligible effect on the development of renewable energy in Texas. Furthermore, a project in Texas does nothing to improve the New England power grid.

Please let us know if you would like to discuss any of these points in further detail.

Sincerely,

Larry Chretien, Executive Director

greenenergyconsumers.org

Harnessing our power as energy consumers to speed the transition to a low-carbon future.

(Formerly Mass Energy and People's Power & Light)





David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:07 PM

To: Jonathan Koplos <jonathankoplos@comcast.net>

Dear Mr. Koplos:

Thank you for your comments on on City of Boston's Proposed Community Choice Power Supply Program.

The City drafted the Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 3:57 PM Jonathan Koplos <jonathankoplos@comcast.net> wrote:

Dear Councilman Musselman,

Please note my general support of the proposed plan for Boston's Community Choice Energy. Thank you.

However, I strongly urge that the draft plan be changed to require that RECs be created in New England; please exclude the option that could allow RECs only being recorded in New England.

Analyses indicate there are advantages to keeping Boston's electricity dollars within New England as much as possible. Directly supporting the local renewables industry encourages the development of more green energy generators in our own region which creates local, green, sustainable jobs for New England.

Please act on behalf of your voting constituents.

Thank you,

Jonathan Koplos
Boston, MA

B

David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:07 PM

To: Andy Bean <andy@bostoncan.org>

Thank you for the Boston Climate Action Network's comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 3:02 PM Andy Bean <andy@bostoncan.org> wrote:

We at Boston Climate Action Network have been thrilled to see the City's progress towards implementation of Community Choice Energy (CCE). Overall, we support the draft plan as written. We do want to be on the record about our strong preference for renewable energy that is as local as possible. Supporting additional renewables in New England would be great. Finding a way to support Boston renewables would be best, whether through direct investment, local power purchase agreements, or more creative efforts like those using microgrids. Local renewables give our Boston residents the best access to the benefits of clean energy – green jobs and cleaner air from the retirement of older, dirty, carbon-burning sources. We also feel that, wherever possible, CCE mechanisms should give preference to energy developments situated in and controlled by frontline climate and environmental justice communities, especially those that increase climate resilience in those communities and connect the multi-racial working class to the economic benefits of renewable energy. We are excited to see what benefits CCE will bring and hope to see it up and running as soon as possible.

Respectfully submitted,

Andy Wells-Bean
Campaign Coordinator
Boston Climate Action Network
andy@bostoncan.org

734-417-2799

Andy Wells-Bean
Campaign Coordinator
Boston Climate Action Network
617-971-8568

BostonCAN.org | CommunityChoiceBoston.org
@BostonClimate | facebook.com/BostonCAN



David Musselman
*Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov*



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Monty Neill - Personal Email <montyneill@gmail.com>

Wed, May 22, 2019 at 3:07 PM

Dear Mr. Neill:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 1:52 PM Monty Neill - Personal Email <montyneill@gmail.com> wrote:

I believe that Boston CAN's comments about the possibility that it is clearly preferable for Boston to purchase Renewable Energy from New England generators given wide variation in the ability of renewables to shape the closing down of coal-gas-oil power plants. The Plan should make this priority clear, using non-New England sources only as an emergency backup.

Here is the relevant text from CAN:

Put simply, buying RECs is a way of paying for renewable energy. The "either...or be certified by a third party such as Green-e" in this sentence indicates that Boston is not committed to buying all its green energy from generators within our region (i.e. only those recorded by NEPOOL). We are concerned about this lack of commitment.

We see several advantages to keeping Boston's electricity dollars within New England as much as possible. By supporting the local renewables industry, we encourage the development of more green generators in our own region. This will create jobs locally. It will also hopefully enable the retirement of some older, carbon-burning generators, which will reduce not only the greenhouse gas emissions that cause climate change, but also other types of pollution that threaten local public health. Additionally, the City Council's authorization for CCE specified that the renewable content should come from our region.

Some may argue that the retirement of carbon-fired plants in other states is still a win for us, since greenhouse gases produced anywhere affect climate globally. What complicates this issue is the fact that the environmental effectiveness of green energy purchases vary from state to state. The strength of a state's energy regulations and other market conditions affects the value – both environmental and financial – of its RECs. If, to save money, Boston were to

buy from a state where green energy purchases do not stimulate new development or shutter dirty plants, Boston might claim to be "green" without effecting much change. This is called "greenwashing."

If local renewables ever become so expensive as to make it impossible to offer any additional renewable content in Boston's default CCE rate and still keep prices comparable with Eversource's, only then would we want the City to consider purchases from outside New England. In that event, we would want the City to ensure that any out-of-region RECs we buy would be effective in stimulating further development of green energy generators.

Boston needs to maximize purchase of Renewable Energy, prioritizing in a strong way local producers.

Donald M. Neill

Jamaica Plain, MA 02130

montyneill@gmail.com



David Musselman

Director of the Municipal Energy Unit

Environment Department Room 709

1 City Hall Square

Boston, MA 02201

617.635.3850 (w)

david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Christina Wiseman <cwiseman@massaudubon.org>

Wed, May 22, 2019 at 3:07 PM

Dear Ms. Wiseman and Mr. Clark:

Thank you for providing Mass Audubon's comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Fri, May 17, 2019 at 10:21 AM Christina Wiseman <cwiseman@massaudubon.org> wrote:

Dear Mr. Musselman,

Please find attached Mass Audubon's comments on Boston's draft *Community Choice Power Supply Program Aggregation Plan*. Thank you for this opportunity to provide input on the Plan.

Sincerely,

Christina Wiseman
Advocacy AssociateMass Audubon
6 Beacon Street, Suite 1025
Boston, MA 02108
617-523-8448



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



Mass Audubon
Advocacy Department

Six Beacon Street, Suite 1025, Boston, MA 02108
617-523-8448 jclarke@massaudubon.org

David Musselman
Director of Municipal Energy Unit
Environment Department, Room 709
City of Boston, 1 City Hall Square
Boston, MA 02201

Via email: david.musselman@boston.gov

May 17, 2019

Dear Mr. Musselman,

Thank you for the opportunity to comment on Boston's draft *Community Choice Power Supply Program Aggregation Plan*. Mass Audubon commends the City for considering an increase in the renewable energy content of its power supply through this process, and we urge you to adopt the strongest renewable component possible during the next phases of planning.

As Massachusetts' largest nature conservation nonprofit, Mass Audubon protects nearly 38,000 acres of land throughout the state. We are committed to protecting our state's natural treasures for wildlife and for all people.

Climate change is the single greatest threat facing the nature of Massachusetts, and we are already seeing its effects through warming temperatures, shifting seasons, and rising sea levels. Many communities are taking measures to prepare for impacts like extreme precipitation and flood risks, completing vulnerability assessments and developing action-oriented plans to improve their resiliency.

But we still have an opportunity to prevent the worst of these impacts from occurring, if we take bold and immediate action. For our part, Mass Audubon has eliminated all carbon emissions from our electricity use through the purchase of renewable power and through on-site solar generation from our own 44 photovoltaic arrays. Most locally, at our Boston Nature Center in Mattapan, the George Robert White Environmental Conservation Center incorporates photovoltaics using four different arrays (pole mounted, roof mounted, ground mounted and roof shingles) as a demonstration.

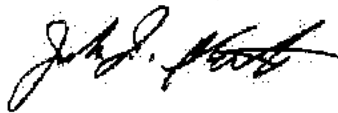
Local efforts to reduce emissions at the community level are another crucial way to make a difference - that's why developing strong Community Choice Aggregation (CCA) programs is so important. The opportunity to incorporate renewable energy components into CCA programs allows communities to take emissions reductions into their own hands, rather than waiting for statewide or national policies to be voted into law.

As the largest city in Massachusetts, Boston has a significant opportunity to serve as a leader in showcasing how CCA plans can serve as climate mitigation strategies. We strongly encourage you move forward with the option in part 11.4 of the draft plan to solicit bids for procurement of additional Renewable Energy Certificates beyond those required by the Massachusetts Renewable Portfolio Standard (RPS).

For example, the Green Energy Consumers Alliance's "Green Municipal Aggregation" model recommends communities add at least 5% more Class I renewable energy per year into their electricity supply, compared to the 1% per year required by the RPS. Some communities also choose to set their initial base percentage higher - Brookline, for instance, has set their base percentage at 39% compared to the state's 14%, and the City of Newton recently made the decision to set theirs at 60%. We hope Boston will follow the example of these forward-thinking communities as it finalizes its CCA plan.

Thank you for considering our input, and for furthering the City of Boston's commitment to climate change mitigation.

Sincerely,



Jack Clarke
Director of Public Policy & Government Relations



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Sean Cremins <creminss15@gmail.com>

Wed, May 22, 2019 at 3:06 PM

Dear Mr. Cremins:

Thank you for the comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

The City drafted the Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 8:11 PM Sean Cremins <creminss15@gmail.com> wrote:

Hello, I'd like to make a comment on page 16 of the Aggregation Plan:

"The City will require that the RECs [Renewable Energy Certificates] either be created and recorded in the New England Power Pool [NEPOOL] Generation Information System or be certified by a third party such as Green-e."

We should be making more of an effort to keep Boston's electricity dollars within New England. It would support the local renewable energy industry, creating jobs in New England. It would also help to accelerate the retirement of carbon-burning generators - we cannot afford to wait to reduce greenhouse gas emissions. As a coastal city, we're at risk more than other US cities to be impacted by climate change and we need to act as such. This clause leaves room for essentially buying renewable energy from other regions in the US - and we can't be sure that doing so will be as impactful in retiring carbon-burning generators as we can if it's in our own backyard.

I sincerely hope this clause is revised. In any case - thanks for all you and your team are doing to move this plan forward.

-Sean Cremins



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:06 PM

To: Steven Gag <stevengag@gmail.com>

Dear Mr. Gag:

Thank you for the comments on City of Boston's Proposed Community Choice Power Supply Program.

The City drafted the Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 4:19 PM Steven Gag <stevengag@gmail.com> wrote:

Dear Mr. Musselman,

I am a longtime supporter of Community Choice Energy (CCE) for Boston and have spoken in favor of it at Boston City Council hearings. I'm pleased that the City of Boston is moving forward with CCE but I am concerned that the proposed CCE plan could lead to buying renewable energy from outside our region. We need to produce our renewable energy locally so that Boston residents benefit from local wind and solar jobs and our region is able to retire older carbon-burning generation facilities.

Sincerely

Steve Gag
631 South Street
Roslindale, MA 02131

--

Steve Gag
617-592-1126 (cell)
StevenGag@gmail.com

David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square

5/22/2019

City of Boston Mail - Re: City of Boston's Aggregation Plan

Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:06 PM

To: Rickie Harvey <rickieh@verizon.net>

Dear Ms. Harvey:

Thank you for West Roxbury Saves Energy's and Boston Clean Energy Coalition's comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 2:16 PM Rickie Harvey <rickieh@verizon.net> wrote:

To Dave and the EEOS Steering Team that will be implementing CCE,

Thank you for your ongoing work to implement the best possible CCE plan for Boston. I am aware that this can be a complicated and time-intensive endeavor, but I am writing to ask that you not let the implementation process run beyond January 1, 2020, even if Eversource is claiming that they cannot accommodate it by then. As you are aware, the City Council unanimously passed authorization for CCE back in October 2017. With each and every month that goes by we are sacrificing the one means by which we could immediately make the greatest impact on reducing Boston's greenhouse gases. As someone who has been working to get Boston to adopt CCE since 2016, it breaks my heart to count the many lost months. So, PLEASE move quickly on putting CCE in place.

How do I define the best possible CCE plan? For one, I ask that you avoid any possibility of greenwashing by requiring (as specified in the Council's authorization) that all renewables purchased come from New England. I write to ask that the City of Boston buy all of its green energy from generators recorded by NEPOOL. Please do not take chances by buying from states where green energy purchases do not stimulate new development or close plants just so that Boston can save money. Of course what would be most optimal for Boston would be to manage to support Boston-based renewables, either through local power purchase agreements or creative measures such as microgrids.

Secondly, please make every effort to give preference to energy developments and resources within those areas that are most threatened by the ravages of the climate crisis; equity in the implementation is crucial.

Thank you on behalf of the members of West Roxbury Saves Energy and the Boston Clean Energy Coalition for a speedy, responsible, and locally sourced implementation of CCE in Boston. We will all celebrate the day that you put this in place for our city.

Sincerely,
Rickie Harvey

WestRoxburySavesEnergy.org
BostonCleanEnergyCoalition.org



David Musselman
*Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov*



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:06 PM

To: Kelly Lynch <kelly.lynch@sierraclub.org>

Dear Ms. Lynch:

Thank you for the Sierra Club's Ready for 100 Campaign's comments on comments on City of Boston's Proposed Community Choice Power Supply Program.

The City of Boston is seeking to understand the best practices for community choice aggregation consistent with the laws of the Commonwealth of Massachusetts. As a result, as part of of program development process we have consulted with numerous cities and towns in Massachusetts. We have also spoken with representatives from Cincinnati, Pittsburgh, and San Francisco. In addition, we are participating in the Urban Sustainability Directors Networks CCA 3.0 program which is examining best practices from around the country and identifying new opportunities. The USDN effort includes grants supporting research by Paul Fenn and Paul Gromer.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 1:58 PM Kelly Lynch <kelly.lynch@sierraclub.org> wrote:

Dear Mr. Musselman,

My colleagues and I recently met with Chris Cook and other members of your team about the Climate Action Plan. I serve as national implementation specialist for our clean energy campaign, Ready For 100.

Regarding the Community Choice Aggregation consideration, I want to encourage you to examine the East Bay Clean Energy model in Oakland, CA, and specifically this 25 page Guide to Creating State of the Art Community Choice Programs.

I know you are absorbing a lot of feedback currently.

This Guide was informed by a group that worked with CCA founder, Paul Fenn and focuses on maximizing community benefit. A key element is the Local Development Business plan (see page 14).

I'd be happy to discuss by phone - 617-291-2443.

Best,
Kelly



Kelly Lynch
Senior Campaign Representative, Ready for 100
50 Federal St 3rd Floor
Boston, MA 02110
(617)291-2443 (c)
pronouns: she/her/hers

"We must be the values that we say we're struggling for and we must be justice, be peace, be community." - Jemez Principles 6



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:06 PM

To: Mark Liu <mark@cpaboston.org>

Dear Mr. Liu:

Thank you for providing the Chinese Progressive Association's comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 10:21 AM Mark Liu <mark@cpaboston.org> wrote:

Dear David,

The Chinese Progressive Association believe we should use this aggregation opportunity to fund and support local renewable energy and resilience. Local renewables give residents the best access to the benefits of clean energy – green jobs and cleaner air from the retirement of older, dirty, carbon-burning sources. Supporting additional renewables in New England would be great. Finding a way to support Boston renewables would be best, whether through direct investment, local power purchase agreements, or more creative efforts like our current efforts creating a Chinatown microgrid.

Wherever possible, CCE mechanisms should give preference to energy developments situated in and controlled by frontline climate and environmental justice communities, especially those that increase climate resilience in those communities and connect the multi-racial working class to the economic benefits of renewable energy. We are excited to see what benefits CCE will bring and hope to see it up and running as soon as possible.

Sincerely,

--
Mark Liu 刘卫恒
Operations and Development Director
Chinese Progressive Association
28 Ash St.
Boston, MA 02111
(617) 357-4499
www.cpaboston.org

Follow us on Facebook and Twitter!



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: Boston Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:05 PM

To: Sherrard Hamilton <sherrardh@gmail.com>

Dear Mr. Hamilton:

Thank you for providing supportive comments on the City of Boston's Proposed Community Choice Power Supply Program.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 16, 2019 at 6:30 AM Sherrard Hamilton <sherrardh@gmail.com> wrote:
| We are all for



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:05 PM

To: BRIAN CAM <briancam2470@gmail.com>

Dear Mr. Cam:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 10:58 PM BRIAN CAM <briancam2470@gmail.com> wrote:

Shutting down Pilgrim NUCLEAR Power Station is CRIME against EARTH

Brian



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:05 PM

To: Maria Maffei <mmaffei@gmail.com>

Dear Ms. Maffei:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 10:50 PM Maria Maffei <mmaffei@gmail.com> wrote:

David:

I'm writing to express my thanks that the City of Boston through its Environment Department appears to be committed to using CCE to help to green our local electrical grid. I am less pleased to see that the plan, as proposed, leaves open the option of using renewable energy from outside our region. If Boston used our electricity dollars to support projects in areas with less efficacious energy regulations than Massachusetts has, we could miss out on local jobs and additional retirements of older, dirty, carbon-burning sources.

I ask that you reconsider the decision to include the use of renewable energy from outside of Massachusetts so that we can take full advantage of local job opportunities and retiring carbon-burning sources.

Yours,

Maria T. Maffei
27 Aldworth St

Boston, MA 02130
617-515-8022



David Musselman
*Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov*



David Musselman <david.musselman@boston.gov>

Re: Comments on City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Ruthy Rickenbacker <ruth.rickenbacker@gmail.com>

Wed, May 22, 2019 at 3:05 PM

Dear Ms. Rickenbacker:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 10:48 PM Ruthy Rickenbacker <ruth.rickenbacker@gmail.com> wrote:

Hi David,

I'm writing to submit comments on Boston's Community Choice Energy program.

I am concerned that there is not a strong enough commitment to buy our renewable energy locally, within Massachusetts, where such a commitment could increase local green jobs and be a real asset to the state.

I would like to see this program strengthened to require that our energy be sources as locally as possible, and all within Massachusetts.

Thank you,
Ruthy Rickenbacker
23 Burr Street #2
Boston, MA 02130



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan For Green Energy

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:27 PM

To: jrddmacfarlane@gmail.com

Dear Mr. MacFarland:

First, I thought I had replied to you but I don't see it in my Sent folder. If this is a repeat of the response, I apologize.

Thank you for the comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 10:45 PM <jrddmacfarlane@gmail.com> wrote:

Hi Dir. Musselman,

I'm concerned with the city's draft CCE Aggregation Plan, particularly with the language used in section 11.4, regarding certification of RECs purchased by the city. I'd like to see this section be revised to stipulate that RECs purchased thru NEPOOL be the certificate of choice for Boston.

Allowing for the purchase of non-local RECs, like those certified by entities like Green-e, could have the potential to lessen the impact of Boston's involvement in the green energy market, as the additionality of buying RECs varies heavily state-to-state. As I understand it, Massachusetts has a fairly ambitious RPS, meaning that purchasing local RECs will help to compel local suppliers to go green quicker.

Further, investing in NEPOOL-certified RECs will encourage development of local green energy generators, which will in turn help to boost the local job market.

Of course, we shouldn't miss the good in pursuit of the perfect. I think the city should be open to purchasing non-NEPOOL RECs, but only insofar as is needed to not see a price increase for Bostonians' energy.

Hopefully you appreciate this feedback on the proposal. Thank you for taking public input.

5/22/2019

City of Boston Mail - Re: City of Boston's Aggregation Plan For Green Energy

All the best,
Jared



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:05 PM

To: Bill Sloan <bill.sloan@icloud.com>

Dear Mr. Sloan:

Thank you for providing comments on the City of Boston's Proposed Community Choice Power Supply Program. On behalf of the City, I wanted to provide a response to your comments.

The City drafted its Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 8:03 PM Bill Sloan <bill.sloan@icloud.com> wrote:

Sir:

I believe it is essential that any CCE plan for Boston rely on local renewable energy sources, specifically those registered with NEPOOL. There are many potential opportunities for wind (especially offshore) and solar energy sourcing within Massachusetts itself. Please don't permit CCE energy sourcing out of our region. Thank you.

- Bill Sloan



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: Comment regarding City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>

Wed, May 22, 2019 at 3:04 PM

To: Joel Wool <joel.wool@boston.gov>

Dear Mr. Wool:

Thank you for the Green comments on City of Boston's Proposed Community Choice Power Supply Program.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 7:44 PM Joel Wool <joel.wool@boston.gov> wrote:

David,

Thank you for opening a comment period regarding the City of Boston's aggregation plan.

Municipal aggregation is a critical tool for advancing clean and affordable energy for all Bostonians. Done correctly, it can reduce greenhouse gas emissions while offering an opportunity – although not a guarantee – of competitive price options for Boston residents.

A robust municipal aggregation plan should clearly reduce greenhouse gas emissions in Boston and within the power grid accessed by utility customers and energy users in Boston, impacting energy generation in the ISO-NE region. Additionally, well-marketed and publicized opt-out/opt-up plans provide the maximum impact while respecting consumers' rights to choose basic service or to choose a higher rate of renewable energy than the level set as a floor by the aggregation.

I am registering our office's concern that the plan does not clearly specify the use of New England Class I RECs, with a floor of at least 5% above the current rate of the Renewable Portfolio Standard (roughly 19-20% depending on time of submission to the Department of Public Utilities). Our office will defer to the original sponsors of the authorization, but the plan appears on its face inconsistent with the original authorization vote taken by the city council.

More importantly, the text of the current plan appears to allow for options that do not reduce greenhouse gas emissions. While I do not think this is the city's intent, limiting the scope of energy procurement to New England Class I

renewable energy is critical to ensure aggregation has a tangible impact on climate change, on Boston's climate action plan and on advancing new renewable energy generation. Were the city to pursue a plan involving renewable energy credits outside of New England, it is unlikely such credits could be counted toward Boston's own goals for reducing emissions. Additionally, local energy procurement will maximize economic development opportunities for Boston and Massachusetts residents.

Thank you for accepting this comment on the aggregation plan, and my regards.

Best,

Joel Wool
Director of Policy and Communications
Boston Councilor Lydia Edwards

Please be advised this email is subject to MGL: Ch.66, Sec.10 Public Records Law.



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: comments on the CCE plan

1 message

David Musselman <david.musselman@boston.gov>
To: Edith Buhs <edithbuhs@yahoo.com>

Wed, May 22, 2019 at 3:04 PM

Dear Ms. Buhs:

Thank you for Mothers Out Front's comments on City of Boston's Proposed Community Choice Power Supply Program. I wanted to respond on behalf of the City.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

The City drafted the Plan to not specify a particular method for achieving environmental benefits in order to maintain flexibility to adapt to changing markets and conditions without the need to seek Massachusetts Department of Public Utilities' approval. For example, we do not want to specify a particular type of renewable energy credit because the legislature or regulators could eliminate that REC or create an even more attractive REC. In such a situation, the City may want to change its program without seeking to amend its Plan.

A Plan that is too specific is more likely to create a situation which would require the City to file an amendment with the DPU, the approval of which could take many months. Recent municipal plan amendment cases have taken in excess of 9 months (See e.g., Abington, Docket # 18-61, Marlborough, Docket #17-47, and Lanesborough, Docket # 17-45). The need to retain flexibility to adapt the program offerings is critical.

The City intends to develop an optimal approach to providing renewable power through its municipal aggregation. This will include a preference for local sources for RECs or renewable energy to the extent practicable. This is an issue we are seeking to address through the discussion and development of the principles and vision which we are undertaking in our community working group. The decision on what will be offered to participants has not yet been made; it will be made after approval of the Plan consistent with the principles and vision.

Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 5:29 PM Edith Buhs <edithbuhs@yahoo.com> wrote:

Mr. Musselman,

We at *Mothers Out Front* have a strong preference for renewable energy that is as local as possible as part of the City's CCE effort. We are tremendously excited about this new effort and want it to move forward as quickly as possible. And, of course, how it moves forward matters as well.

Because of the additional benefits in jobs, clean air and having a local success to point to, we feel CCE should prioritize renewable energy sources that are based in Boston. If not in Boston, then in the region (such as Class I RECs). Buying low-value Green E RECs should be avoided. It is exciting to learn that options are being explored for direct investment, PPAs or microgrids in addition to RECs as well. Such options would also give us a tangible asset that Bostonians can see and explore as an outcome of their participation in the program. The educational and engagement options are wonderful in this case.

Wherever possible, CCE mechanisms should give preference to energy developments situated in and controlled by frontline climate and environmental justice communities, especially those that increase climate resilience in those communities and connect the multi-racial working class to the economic benefits of renewable energy.

We are excited to see what benefits CCE will bring. Please call on us to help educate our neighbors and build a successful launch of this program. We hope to see it up and running as soon as possible.

Edith Buhs

On behalf of Mothers Out Front

Jamaica Plain Team

Downtown Boston Team

How we spend our days, is, of course, how we spend our lives. - Annie Dillard



David Musselman

Director of the Municipal Energy Unit

Environment Department Room 709

1 City Hall Square

Boston, MA 02201

617.635.3850 (w)

david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Sonja Tengblad <sonja.tengblad@gmail.com>

Wed, May 22, 2019 at 3:04 PM

Dear Ms. Tengblad:

Thank you for the comments on City of Boston's Proposed Community Choice Power Supply Program. I wanted to respond on behalf of the City.

The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Wed, May 15, 2019 at 7:50 AM Sonja Tengblad <sonja.tengblad@gmail.com> wrote:

Hello David,

I fully support Community Choice Aggregation for Boston and as quickly as possible. It's a simple step we can use toward our city's goal of carbon neutral by 2050, and pulling away from reliance on fossil fuels by raising the required percentage of renewables (to 100% as some municipalities have done). Communities who have signed on to CCA so far have seen a drop in their energy bills.

It's simply not responsible to be relying on fossil fuels for our energy, as there is nothing about it that positively affects people or our children's future. Please fight for 100% renewables through procuring as many [locally-sourced] REC's as possible!

Best,
Sonja
East Boston resident**David Musselman**
Director of the Municipal Energy Unit

5/22/2019

City of Boston Mail - Re: City of Boston's Aggregation Plan



Environment Department Room 709

1 City Hall Square

Boston, MA 02201

617.635.3850 (w)

david.musselman@boston.gov



David Musselman <david.musselman@boston.gov>

Re: City of Boston's Aggregation Plan

1 message

David Musselman <david.musselman@boston.gov>
To: Greg Thole <gthole@gmail.com>

Wed, May 22, 2019 at 3:04 PM

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The City is seeking to implement the program beginning January 1, 2020. It is proposing a procedural schedule to the DPU which should permit issuance of an order on or before August 31, 2019. This will provide sufficient time for the City to issue a request for proposals for its supply contract and to complete the coordination with Eversource in order for implementation to begin with the January 1, 2020 billing cycle.

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Sincerely,

David Musselman
Director of the Municipal Energy Unit

On Thu, May 2, 2019 at 8:20 PM Greg Thole <gthole@gmail.com> wrote:

Hi David,

I'm thrilled to see the City of Boston taking active steps to reduce its greenhouse gas emissions. I'm very much in support of CCE.

I hope the City will commit to Class-1 local RECs or green energy with proven additionality.

Thank you,
Greg Thole



David Musselman
Director of the Municipal Energy Unit
Environment Department Room 709
1 City Hall Square
Boston, MA 02201
617.635.3850 (w)
david.musselman@boston.gov

Boston Municipal Aggregation Community Working Group Meeting
May 14, 2019

Attendees:

From the City of Boston: Lexi, Dave, Joe, Kat, Manuel, Brad, Carl

Colonial Power Consulting Team: Mark, Denise, Bernard, Sharon

Public: Edith, Mariella, Richard, Michelle, Linda, Andy, Sarah Jimenez, BSAC (5 students + Jen), Loie

- Updates on what we've been doing:
 - DPU Plan posted on website. Comment period ends 5pm on Friday. Finalizing plan for submission to DPU after that. Another public hearing that DPU will hold after we file - don't know when yet. Hope to file by end of first month after submission. Hoping to get through process (which is out of our control) by end of summer to be able to start the program Jan 1, 2020. DPU processing speed is determining factor.
 - Briefed Councilor O'Malley and will brief Councilor Wu to update on progress and get guidance. Councilor O'Malley was excited about target schedule and pleased to see progress.
 - Met with Eversource and will need to coordinate with them since they still handle delivery and billing for the aggregation. Have to have lots of conversations about data transfer. Looking at approx 220k accounts, so we want to get started now. They're aware of proposed schedule. Also want to make sure we don't adversely affect communities in surrounding Eversource network. Aligning start date with Eversource's supply contract to minimize impact on non-aggregating towns. Trying to do this in an orderly fashion.
 - Linda: some towns have mentioned pushback from utilities. Has that happened to us? Dave: We've been clear with them about our intent, they've pushed back a bit on timeline but we're keeping up the pressure on them. Don't know how DPU timing will go yet. We have a lot of interactions with Eversource since they do a lot of work and collaboration in the City. Hope relationship will help us get through the process.
 - Manuel: What happens to comments when period closes? Dave: we'll review and we're required to provide a response which will be part of filing with the DPU. Lexi and Lauren will give a copy of filing so WG members can review. Public hearing that DPU holds comes afterwards. Comments about moving the process along would be helpful because we want this to happen in a timely fashion.
 - Edith: What causes faster or slower movement through DPU? Dave: Don't know exactly. Worcester has had comments filed by state AG saying that because they're so big, need more in depth proceedings. We feel the opposite - we have more resources and understand energy and the market better than towns with fewer resources. If anything, we need less oversight. But that's the AG's position on Worcester. Edith: Have we been in touch with AG? Dave: Scheduling a meeting with them, DPU, and DOER before we file to convince them that we're a

competent org that can run a good program. Don't know exactly what DPU will do. Review for other aggregations has been anywhere from 70 days to years. Don't think it will be years, but have to hit end of summer or early Sept to have time to go to market to start in January. Lawyers say it will either be really fast or slow because of our size. Comments to DPU asking for quick action will be helpful.

- Andy: Comments you mention aren't ones due Fri, but ones for DPU at hearing. Dave: Right.
- Edith: Commenting on DPU website - would that help? Dave: Probably.
- Andy: Lead time between hearing announcement and event? Mark: minimum of two weeks, and will be held about a month after we file. Will be in Globe and Herald both. Dave: We'll send out information to you all too once we have docket number.
- Mark: DPU Plan
 - Plan that will be passed by DPU is nothing more than constitution/framework of the program. It just states funding, costs to city, how the city is set up, who approves things, how contract is executed and terminated, etc. Want to know that before we go out to bid. It's vanilla, basic things that outline functional workings of aggregation. Similar to other 175 plans that have gone through DPU. Happy to answer questions. Probably only about 70 words different from other ones that have been filed. Leave out supply portion so that we have leeway - that's the deregulated side of aggregation.
 - Mariella: consultant referred to in doc is Colonial? Mark: correct. Mariella: Option to modify later? Mark: That's why it's "consultant," so there's flexibility to change contract later. Dave: Contracts are limited to 3 years in the City generally. Current contract is 2 years with option for 1 year extension. Generic as possible so we don't have to go to DPU again if we change consultant down the road.
 - Mariella: Could you explain the adders here? What those are and how they work? Edith: And who's being charged for them? Who is being charged what? Mark: City doesn't pay; fee is baked into the supply. If the City would like to take a certain fee, the City is allowed to do that, they can. City of Cambridge adds on \$.0002/kWh so that they can use that to build solar. That's what the fees are. Only consultant fee for now, but other fees allowed. And people have to be notified about fees on the notification that goes to everyone at the start.
 - Michelle: It would say that on the bill? Mark: Not on the bill, on the notification at the beginning of the program. Would notify if there's a change in fees as well. Michelle: Where in the billing section does it say the \$.0007/kWh consultant adder? Dave: Plan says that we can charge up to a mil (\$.001/kWh), but negotiated better price for now, but if we go out again and get diff consultant price, don't want to have to go back to DPU. Lexi pulled up plan for display and discussion. Mark: Explained generation services charge and that it would be broken out by fee not on bill but on consumer notification at the beginning of the program.

- Loie: How would rates be broken out for low income customers? Mark: Discount will show in the delivery services charge that's the same regardless of whether you're in aggregation or with Eversource basic service. Same percentage discount.
- Loie: in the plan itself, it specifies option for Green-e RECs. Is that boilerplate? Mark: All that is is to let you use any type of renewable product. Want to make sure we have flexibility as products go away, or new products become available. Example of SRECs being replaced by SMART program. Maximum flexibility in the future.
- Loie: NEPOOL in the plan. Am I correct that all energy generated in region gets recorded on NEPOOL? Mark: Could require that supplier puts it in NEPOOL GIS if sold into market. Loie: Only reason to have alternative would be going beyond the region. Mark: Could get resource outside MA within New England, or could even go national or Canadian. Loie: all recorded in NEPOOL? Mark: if swung in, yes. Loie: What if it uses CCE funds to put solar panels and schools for direct supply, not going into grid. Would that need alternative to NEPOOL? Mark: possible with this plan is to do exactly that. Loie: So why are we saying we'll explore something other than NEPOOL? Mark: flexibility.
- Michelle: Explain NEPOOL? Mark and Dave: All the generation and suppliers on the New England grid (ISO New England). It's a market for New England and system planning is done on that scale. Matches supply and demand across grid.
- Edith: entire country is divided up into these blocks? Not unique to New England, right? Dave: yes. In states where electricity markets have been deregulated, that's how it works. Mark: ISO stands for integrated system operator. Michelle: are they interchangeable across different regions? Mark: ISO New England is overseer of market, NEPOOL is association of participants in the market. All generators belong to NEPOOL. ISO manages transmission and runs capacity and transmission markets. Goal: agnostic to type of generation, just want to make sure power is on at the best available price. Hold auction every 15 min of the day.
- Mariella: On page 12, second paragraph from top in the DPU plan, City may fund operational costs to support renewables, storage, resiliency, similar initiatives. Like that because it gives flexibility for different projects. Dave: This is taken from the latest version of others' plans so we could emulate and see what other people thought of. Some of this is borrowed from Cambridge. Big push to get everyone up and running and as time progresses, we'll look to improve the program beyond just getting it up and running. No small matter to get up and running, and trying to do this in stages. Trying to anticipate what we want to do in 3 years, etc.
- Mark will give card to anyone who asks for email and phone calls if people are more comfortable in that setting. Same for Dave.
- Lexi read question from Google Doc (We are used to using "percentage of Class I RECs beyond RPS" as a measure of effectiveness in mitigating climate change. What metric is used to compare the effectiveness of aggregations sourced from direct investment or

PPAs? To compare between aggregations with different types of sourcing?). Dave: we're buying a certain amount of power. Getting a certain amount of capacity from solar or wind farm. It would be a percentage of our total purchase over and above RPS. Carbon accounting is hard and nuanced, but from our perspective, it's as simple as percentage of our total energy purchases coming from the renewable generators we're contracting with. Mark: exactly correct. It would be by MWh.

- Linda: could default customer in Boston take that and say they're n% green? How would that work with opt up? Dave: Haven't made final decisions on products. Have to meet RPS. Trying to have default better than RPS. Also considering opt up that would largely rely on MA Class I because couldn't buy enough other power to get all the way up to 75 to 100% for premium opt up product, at least not in the short term. Will be REC standard of some sort.
- BSAC: difference between opt up and opt out? Dave: when we start, we send out a notice to everyone and say we'll enroll them in CCE unless they tell us otherwise. Variety of ways to do that and then you won't be enrolled. If you want to be in the program, you can opt down or up for different levels of environmental attributes within the CCE program. Mark: it's about giving flexibility and choice.
- Andy: Question about opt-up. Any reason it would need to be 100% or less? People could buy one and give one (for total of 200%) like TOMS model? Mark: could be done, but hasn't been done so far. Dave: want to think about it because of municipal tax and fee rules. Andy: the super motivated people go for 200% and some people see 100% then as middle option. Average opt up of 105 or 110. Mark: state wouldn't have a problem with it.
- BSAC: Opt out, up, down to benefit low income? Mark: Working with SMART - a state solar price incentive program. Everyone already pays into that fund through their energy bills. Hoping to deliver discount to low income customers using that program.
- Edith: could also take opt out or opt down for other reasons besides price too. Some people may not support renewables, or may be loyal to Eversource.

CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM
COMPETITIVE ELECTRIC SERVICE AGREEMENT

PREPARED BY

COLONIAL POWER GROUP, INC.

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, (“Restructuring Act”), which, *inter alia*, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, the City of Boston (“City”) has developed a Community Choice Power Supply Program (“Program”) to aggregate consumers located within the City and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the City has received approval of its Program from the Massachusetts Department of Public Utilities (“Department”) in D.P.U. 19-65;

WHEREAS, Competitive Supplier, a State corporation duly authorized to conduct business in the Commonwealth of Massachusetts (“Competitive Supplier”), desires to provide All-Requirements Power Supply to consumers located within the City, pursuant to the terms and conditions of the City’s Program and this Competitive Electric Service Agreement (ESA); and

WHEREAS, the City desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the City.

NOW THEREFORE, IT IS AGREED THAT, the City and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized and in bold type terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

1.2 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, *provided that*, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 Basic Service - As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

1.5 Competitive Supplier - _____, a _____ corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Competitive Supplier's Guarantor - _____.

1.7 Credit Rating - With respect to the Competitive Supplier or Competitive Supplier's Guarantor, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor; *provided, however*, that the standing guaranty of _____, in favor of Competitive Supplier's Guarantor, shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

1.8 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

1.9 Department - The Massachusetts Department of Public Utilities or any successor state agency.

1.10 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.11 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.12 Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, at one or more locations within the geographic boundaries of the City. This includes (1) Basic Service consumers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Green Power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service consumers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service consumers enrolled in a Green Power product that prohibits switching to a Competitive Supplier; and (3) consumers receiving competitive supply service.

1.13 ESA - This Competitive Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the City may not be asserted as an event of *Force Majeure* by the City; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended

to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

1.15 General Communications - The type of communications described and defined in Article 5.6 herein.

1.16 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the City.

1.17 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.18 Green Power – Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25 A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

1.19 ISO-NE - The New England Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

1.20 kWh, kW - Kilowatt-hour and kilowatts, respectively.

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the City.

1.22 NEPOOL - The New England Power Pool.

1.23 New Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.

1.24 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the City, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

1.26 Parties - The City and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.27 Plan - Boston's Community Choice Power Supply Program as adopted or amended by the City from time to time, and as approved by the Department on _____ in D.P.U. 19-65. The Aggregation Plan is a plan developed by the City to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

1.29 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

1.30 Program - Boston's Community Choice Power Supply Program, under which, the Plan is described and implemented.

1.31 Regulatory Event - A change in a Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, that have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.32 Retail Price - As set forth in Exhibit A.

1.33 Service Commencement Date - The Participating Consumers' first meter read dates for the month of _____, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.34 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the City change during the term of this ESA, Competitive Supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the City as such

boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The City shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the City agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor.

2.2 AGENCY RELATIONSHIP

The City is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers, and is authorized to act as agent for all Participating Consumers. The City and Competitive Supplier agree and understand that Participating Consumers shall be principals under this ESA and shall have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the City, as agent for the Participating Consumers, has the right to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission (FERC), the Department, Massachusetts Attorney General (AG), and the Massachusetts Department of Energy Resources (DOER) and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The City's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's wholesale power marketing affiliate, fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);

- b) execute a Competitive Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates; and
- e) complete EDI testing with Local Distributor.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, either Party may terminate this ESA without any liability to the other Party.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that the City shall have exclusive ownership of all right, title, and interest in and to all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as a result of execution of this ESA. Competitive Supplier shall use Eligible Consumer data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the City is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such vendor of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, Competitive Supplier shall not disclose any Eligible Consumer data to any third-party that has not executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties, and Competitive Supplier shall take Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. Notwithstanding the foregoing, the Parties agree that contract employees and entities with which Competitive Supplier contracts to provide contract employees shall not be deemed third parties for purposes of this Section 2.5. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier have access to or make use of any Eligible Consumer data, Competitive Supplier shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably

interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the City, such approval not to be unreasonably withheld.

The above procedures also apply to New Consumers that are subsequent to the initial enrollment; however, it is the responsibility of the Competitive Supplier to request the subsequent New Consumer's pertinent information from the Local Distributor on a quarterly basis.

The Competitive Supplier is responsible for all mailings and mailing costs associated with consumer notification whether it be for the initial enrollment or subsequent enrollments. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of the contract whether received prior to the initial enrollment or after accounts have been enrolled. Upon request, the Competitive Supplier will make this opt-out list available to the City or its agent. The Competitive Supplier will conduct the initial opt-out mailing in a timeframe necessary for service to commence as early as the Participating Consumers' _____ meter readings.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Eligible Consumers resulting from errors or omissions in the information provided to it by the Local Distributor.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier or Colonial Power Group, Inc. (CPG) may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out. Within one (1) day after the Effective Date, the City shall provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumers' service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Local Distributor rules.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier may provide All-Requirements Power Supply to such Eligible Consumers at Competitive Supplier's discretion, at the aggregation rate. Besides accurately and promptly transmitting information provided by such Eligible Consumers to the Local Distributor and following any procedural or other steps which may be mutually agreed to, the Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply at the Competitive Supplier's discretion, at the aggregation rate.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' first meter read dates for the month of _____, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the City, or the Competitive Supplier, if either Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(c)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the City, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the City in the event of the failure of the Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of *Force Majeure* or the City's failure to perform and without the benefit of any cure period; *provided, however*, that the City shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE.

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of the right to collect all monies due for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the City has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA.

4.4 SPECIFIC PERFORMANCE

Notwithstanding any other provision herein, the Parties agree that if the City (i) fails to comply with any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) seeks to modify, suspend or terminate the Program during the Term, or (iii) seeks to terminate this ESA except as expressly authorized in Article 4.2, Competitive Supplier shall be entitled to specific performance of this ESA. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the City's actions as described in (i), (ii) and/or (iii), and further agree that Competitive Supplier will suffer irreparable harm if the City takes any of the actions described in (i), (ii) or (iii) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-1. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver a safe and reliable supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the City, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M., Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The City will post program-related information on the City's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the City for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these

purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of the Department or AG regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of reliable, safe, firm, All-Requirements Power Supply to the Local Distributor for delivery to Participating Consumers, and take Commercially Reasonable steps to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that the facilities owned or controlled by Competitive Supplier's affiliates or other sources of power supply are unable to generate and/or deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these obligations. Competitive Supplier shall not be responsible to the City or any Participating Consumers in the event the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO-NE) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Local Distributor's facilities, to maintain the safety and reliability of the Local Distributor's electrical system, or due to any other reason, including emergencies, forced outages, potential overloading of the Local Distributor's transmission and/or distribution circuits, *Force Majeure* or the non-payment of any distribution service costs or other such costs due for services provided by the Local Distributor to a Participating Consumer.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Department approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law. Provision of electric energy supply shall be subject to

Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the City in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Prior to sending any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), Competitive Supplier shall provide a copy of such General Communication to the City for its review to determine whether it is consistent with the purposes and goals of the City. The City shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the City, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the City fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the City objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the City, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the City, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the City wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the City as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The City may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the City.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the City to include no less than three (3) inserts per year into such communications, provided that the City pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the City's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually

inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the City, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the City may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the City's assistance in obtaining such consent or approval and the City anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the City's assistance, and if so, the Competitive Supplier shall reimburse the City for all costs, up to the estimated dollar amount, reasonably incurred by the City in connection with such efforts.

ARTICLE 6 ROLE OF THE CITY

Under this ESA, the City shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the City is to i) set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA and to ensure that the Competitive Supplier complies with those terms and conditions, and ii) act as agent for Eligible Consumers with respect to the matters addressed in this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that City is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the City may be considered to be operating a

municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action that would make the City liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs, subject to Competitive Supplier's standard credit policies (to the extent permitted by law), Article 5.5 hereof, Exhibit A hereof and the terms of any approval or other order of the Department with respect to this ESA.

7.3 METERING

In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers Sections 3B(6) and 7A, the Local Distributor will be responsible for any metering which may be required to bill Participating Consumers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers (M.D.P.U. No. 4) the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity,

to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. Its Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are “pass through” costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer’s bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier’s income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 COMPLIANCE WITH STANDARDS

Competitive Supplier agrees that it will comply with the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

8.2 OPTIONAL GREEN PRODUCT

Competitive Supplier agrees that it will incorporate an optional green product as described in Exhibit A into its provision of All-Requirements Power Supply under this ESA.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any

code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before _____, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the City (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier’s plans for maintaining “service quality standards”, as that phrase is used in § 1F(7); for complying with the “affirmative choice” requirements of § 1F(8); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the City of any consumer complaints received from a Participating Consumer, and to grant the City the right to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the City after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier’s service under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department’s statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees to conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly Reporting

Monthly Commission/Usage Details Report (Exhibit B) – Competitive Supplier shall provide the City or its agent with a monthly report of usage details, to back up each commission payment made to the agent, which will contain:

Required Information

- a. Aggregation Name

- b. Customer Name
- c. Load Zone (WCMA, NEMA, SEMA)
- d. Utility Name - NGRID, Eversource East (Boston Ed), Eversource East (Commonwealth), Eversource West (WMECO), Unitil
- e. Rate Class Code (R1, R2, G1, G2 S1, etc) at time of billing
- f. Utility Acct#
- g. Service Account# (Eversource West only)
- h. Utility Meter# (Eversource and Unitil only)
- i. Inv#/Bill#
- j. Invoice Date (Period)
- k. Meter Read Cycle
- l. Monthly Usage From/Start Date
- m. Monthly Usage To/End Date
- n. # of kWh's Used
- o. Aggregation Rate (that the utility charged)
- p. Pay Date (Commission Period) (month/year)
- q. Payment/Commission (.0007 x kWh)

Not Required but Can Be Helpful

- r. Account Status (Enrolled, Active, Dropped, Cancelled)
- s. Invoice Type (Final Bill, Original, Estimate)
- t. Product Offered (Standard Fixed Rate or Optional Fixed Rate)

Monthly Enrollment Report (Exhibit C) – Competitive Supplier shall provide the City or its agent with a monthly report of enrollment data broken down by Rate Code Classification (including additional breakout of R2 data; see tabs 3 and 4 of Exhibit C for further clarification) and by Load Zone for Industrial Accounts:

- a. Accounts Enrolled at Start of Month
- b. Number of Accounts that have Moved, Closed or Switched Competitive Supplier
- c. Number of Accounts that have Opted-Out
- d. Number of Accounts that have Opted-In
- e. Accounts Remaining at End of Month

The monthly reports will be due to the City or its agent within five (5) business days following the close of each month. This information shall be listed separately for the optional green product. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP data. Competitive Supplier will make such data available to the City or its agent upon a Commercially Reasonable request by the City or its agent.

11.1.3 Standard of Care

Competitive Supplier shall use Commercially Reasonable practice in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the City or its agent within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current “Disclosure Label” required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier’s power supply and a reasonably detailed description of the sources of Competitive Supplier’s power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The City will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet “EDGAR” system. Upon a Commercially Reasonable request by the City and at the City’s expense, Competitive Supplier shall provide back-up for any charge under this ESA questioned by the City.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the City a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The City shall treat any reports and/or filings received from Competitive Supplier as confidential information subject to the terms of Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association (AAA), Boston, Massachusetts, appoint a mediator and the mediation will be held in Boston, Massachusetts or other mutually agreed to venue. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all parties involved in the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the Parties agree to submit such dispute to arbitration and agree that the arbitration process provided for in this Article 12.2 shall be the exclusive means for resolving disputes which the Parties cannot otherwise resolve through informal negotiation or mediation as described above. Any arbitration hereunder shall be conducted under the Commercial Rules of the AAA as modified herein. Arbitration proceedings shall take place in Boston, Massachusetts, before a single arbitrator who shall be an attorney with at least 20 years of experience in the energy industry, to be jointly selected by the Parties. If the Parties fail to agree upon an arbitrator within thirty (30) days, then either Party may apply to the American Arbitration Association's office in Washington, D. C. to select the arbitrator who must be an attorney at least twenty (20) years of experience in the energy industry. Unless otherwise agreed by the Parties, the dispute must be submitted to the arbitrator for determination within ninety (90) days from the date the arbitrator is selected and the arbitrator shall render his or her decision within thirty (30) days after such submission. Each Party shall use its best efforts and cooperation in order that the dispute is fully submitted to the arbitrator within such ninety (90) day period. All arbitration proceedings shall be confidential. Neither Party shall disclose any information about the evidence produced by the other Party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority or otherwise required by law or the rules of a national securities exchange. Before making any disclosure permitted by the preceding sentence, a Party shall give the other Party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure. In connection with any arbitration provisions hereunder, each Party shall have the right to take the depositions of individuals including any expert witness retained by the other Party. Additional discovery may be had where the arbitrator so orders, upon a showing of need. Each Party bears the burden of persuasion of any claim or counterclaim raised by that Party. The arbitration provisions of this ESA shall not

prevent any Party from obtaining injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations for which such Party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the Parties hereby consents to the jurisdiction of Massachusetts courts for such purpose. The arbitrator shall apply Massachusetts law as required under Article 12.1 and shall have authority to award any remedy or relief that a court of the State of Massachusetts could grant in accordance with applicable law and the terms of this ESA, except that the arbitrator shall have no authority to award punitive damages. All attorney's fees and costs of the arbitration shall be borne by the Party incurring such costs or fees except that upon application by the Prevailing Party, the arbitration shall award the Prevailing Party its attorney's fees and expenses to be paid by the other Party. Prevailing Party shall be defined for purpose of this Article 12.2 as the party to which the arbitrator issues an award of monetary damages or otherwise determines substantially prevailed on the merits in the arbitration. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award. The arbitrator's award shall be final, binding and non-appealable and judgment may be entered upon such award by any court of competent jurisdiction.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

Competitive Supplier shall indemnify, defend and hold harmless the City ("Indemnified Party") and the Indemnified Party's officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the Local Distributor, the City or its employees or agents, or (ii) Competitive Supplier's actions or omissions taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the City, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article 13.1.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the City seeks indemnification pursuant to this Article 13.2, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the City.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13.3 shall survive the termination of this ESA for a period of three (3) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

13.4 DUTY TO MITIGATE

All Parties agree that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the City as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the City in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the City pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

14.2 BY THE CITY

As a material inducement to entering into this ESA, the City hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding obligation of the City enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the City's powers, have been or will be duly authorized by all necessary action;
- c) the City has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) all Participating Consumers are bound as principals to this ESA; and
- e) no Bankruptcy is pending or threatened against the City.

ARTICLE 15 INSURANCE AND OTHER FINANCIAL GUARANTEES

15.1 INSURANCE

In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, comprehensive commercial general liability insurance of at least \$1,000,000 combined single limit and excess liability coverage of at least \$3,000,000 with insurers and with the City named as additional insured. Competitive Supplier shall provide the City with evidence, reasonably satisfactory to the City, of its required insurance hereunder, upon request.

15.2 ADDITIONAL FINANCIAL GUARANTEES

In addition to the insurance set forth in Article 15.1, above, the Competitive Supplier shall, within ten (10) Business Days after the Effective Date, provide the City with a guaranty issued by Competitive Supplier's Guarantor (the "Guaranty") in the amount of ten million US dollars (\$10,000,000). Such Guaranty shall guarantee the obligations of Competitive Supplier to the City contained in this ESA, and shall establish the limit on Competitive Supplier's liability under this ESA. Such Guaranty shall become issued within ten (10) Business Days after the Effective Date but shall be in effect as of the Effective Date, and shall continue in effect during the entire Term of ESA.

Competitive Supplier may, without the consent of the City, replace the financial security provided hereunder with cash or a letter of credit ("Letter of Credit"), provided such replacement financial security is in the same amount previously provided by the Guaranty. Competitive Supplier may also replace the financial security provided hereunder with another form of financial security, or otherwise change the amount of its financial security, with the consent of the City, such consent not to be unreasonably withheld.

Upon reasonable request during the Term of this ESA and on a continuing basis, Competitive Supplier will provide the City with a copy of Competitive Supplier's annual report, and the

annual report of its ultimate parent, _____. Competitive Supplier also agrees to notify the City in the event that Competitive Supplier's Guarantor's Credit Rating is less than BBB- by Standard & Poor's Rating Group or less than Baa3 by Moody's ("Downgrade Event"). Should a Downgrade Event occur, the City may request that Competitive Supplier provide cash or a Letter of Credit as a substitute form of security in the same amount previously provided by the Guaranty. Upon receipt of such notice, Competitive Supplier shall have three (3) business days in which to provide such cash or Letter of Credit to the City.

ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the City is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants and third party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the City's assistance in protecting the confidentiality of information and the City anticipates that it will incur costs in fulfilling the Competitive

Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the City's assistance, and if so, the Competitive Supplier shall reimburse the City for all costs, up to the estimated amount, reasonably incurred by the City in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance certificates;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess costs as a result thereof, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.2 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the City. Such approval may be denied at the reasonable discretion of the City if it determines that the proposed assignee does not have at least the same financial ability as the assigning Competitive Supplier. Notwithstanding the foregoing, the City may not unreasonably withhold its consent to an assignment to an affiliated entity under common control or management with Competitive Supplier or Competitive Supplier's corporate parent.

Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA. The City may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the City and such assignment would not in any way impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the City, Competitive Supplier agrees to (i) give the City written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the City the possible inclusion of such new product or service in this aggregation program. The Parties agree to negotiate in good faith the terms, conditions, and prices for such products and services which the Parties agree should be included in a City aggregation program.

Competitive Supplier also agrees not to engage in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

If to City:

Mr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Boston, Massachusetts 01752

With a Copy To:

Mr. David Musselman, Environment Dept.
City of Boston
1 City Hall Square
Boston, MA 02201

(508) 485-5858 (phone)

(617) 635-3850

(508) 485-5854 (fax)

mark@colonialpowergroup.com

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the City in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the City changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA and the Related Documents constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 FORCE MAJEURE

If by reason of *Force Majeure* any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure*, gives all other Parties hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure*; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of *Force Majeure* continues for a period of ninety (90) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; *provided, however*, that the same shall not constitute a default under this ESA and shall not give rise to any damages.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all services under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the City and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 THIRD PARTIES

The parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.00070 per kWh of Participating Consumers' actual usage payable to CPG, the consultant hired by the City to develop, implement, and administer the Program, as well as an Operational Adder payable to the City, as set forth in Exhibit A. The Competitive Supplier agrees to include this commission fee and Operational Adder in the Price for energy and to make the monthly commission and Operational Adder payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this ESA; provided however, that (i) this ESA remains in full force and effect, and (ii) the commission fee and Operational Adder shall be paid fifteen (15) business days following the end of each month, based on prior month meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this ESA.

18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

18.13 CO-OPERATION

Each Party acknowledges that this ESA must be approved by the Department and agree that they shall use Commercially Reasonable efforts to cooperate in seeking to secure such approval.

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The City will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use the name of the City, or make any reference to the City in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the City expressly agrees to such usage. Any proposed use of the name of the City must be submitted in writing for agreement and prior approval, which shall not be unreasonably withheld, consistent with Article 5.6 hereof. The City acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the City hereunder, and the City agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.16 PRESS RELEASES

The Parties shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use their reasonably good faith efforts to agree as to the form, substance and timing of such release or statement.

18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.18 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the City or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.19 REMEDIES

18.19.1 General

Subject to the limitations set forth in Article 18.19.2 below and Article 4, the City and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Competitive Supplier acknowledges that the preceding sentence shall not limit the City's rights under Article 13.1 to seek indemnification from Competitive Supplier or consequential, punitive, or incidental damages or other such losses claimed by third-parties.

IN WITNESS WHEREOF, the Parties hereto have executed this ESA as of the Effective Date

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

CITY

By: _____

Name: David Musselman

Title: Director of Municipal Energy

Address: City of Boston
1 City Hall Square
Boston, MA 02201

Dated: _____

EXHIBIT A

PRICES AND TERMS

Boston's Community Choice Power Supply Program

Price by Rate Classification

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

| Rate Class | Price for Period 1* \$/kWh | Price for Period 2* \$/kWh |
|-------------|-------------------------------|-------------------------------|
| Residential | | |
| Commercial | | |
| Industrial | | |

**Rate includes Operational Adder of \$X.XXX/kWh [TBD; no max].*

OPTIONAL GREEN PRODUCT

[Eligible Consumers will only be enrolled in the optional green product if they elect it.]

| Rate Class | Price for Period 1* \$/kWh | Price for Period 2* \$/kWh |
|-------------|-------------------------------|-------------------------------|
| Residential | | |
| Commercial | | |
| Industrial | | |

**Rate includes Operational Adder of \$X.XXX/kWh [TBD; no max].*

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

Delivery Term: as set forth in this Exhibit A for two or more Pricing Periods, extending through the end of the Term as set forth in Article 4.1.

Period 1 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of _____ (billed in arrears, therefore the _____ billing statements) and terminating with the Participating Consumers' first meter read dates for the month of _____ (final bill, therefore the _____ billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of _____ (billed in arrears, therefore the _____ billing statements) and terminating with the Participating Consumers' first meter read dates for the month of _____ (final bill, therefore the _____ billing statements).

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of each Pricing Period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of _____.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to Massachusetts' Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements.

Optional Green Product: The Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the Renewable Energy Certificates (RECs) for both the standard product and the optional green product. All such RECs will be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

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

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

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

EXHIBIT B

**MONTHLY REPORTING TEMPLATE
[Commission/Usage Details]**



Monthly
Commission.Usage I

Monthly Reporting Requirements for Commission Payment

| City/Town Name | Customer Name | Load Zone | Utility | Rate Code | Account Number |
|----------------|---------------|-----------|---------|-----------|----------------|
| | | | | | |

FIELD

City/Town Name
 Customer Name
 Load Zone
 Utility
 Rate Code
 Account Number
 SA#
 Meter #
 Invoice #
 Bill Date
 Cycle
 Meter Read Start
 Meter Read End
 Bill Usage
 ESA Rate
 Commission Pay Date/Month
 Commission Amount

DESCRIPTION

Aggregation Name
 Customer Name
 Load Zone (WCMA, NEMA, SEMA)
 Utility Name - NGrid, Eversource East (Boston Ed), Eversource East (Commonwealth), Eversource West (WMECO), Unit
 Rate Class Code (R1, R2, G1, G2 S1, etc...) at time of billing
 Utility Acct#
 Service Account# (Eversource West only)
 Utility Meter# (Eversource & Unitil only)
 Inv#/Bill#
 Invoice Date (Period)
 Meter Read Cycle
 Monthly Usage From/Start Date
 Monthly Usage To/End Date
 # of KWH's used
 Aggregation Rate (that the Utility charged)
 Pay Date (Commission Period) (Month/Year)
 Payment/Commission (.001 x kwh)

Not Required but can be helpful

Account Status
 Invoice Type
 Product (Standard or Optional)

Account Status (Enrolled, Active, Dropped, Cancelled)
 Invoice Type(Final Bill, Original, Estimate)
 Product Offered (Standard Fixed Rate or Optional Fixed Rate)

| SA# | Meter # | Invoice # | Bill Date | Cycle | Meter Read Start | Meter Read End |
|-----|---------|-----------|-----------|-------|------------------|----------------|
| | | | | | | |

| Bill Usage | ESA Rate | Commission Pay Date/Month | Commission Amount | Account Status | Invoice Type | Product (Standard or Optional) |
|------------|----------|------------------------------|----------------------|----------------|--------------|-----------------------------------|
| | | | | | | |

EXHIBIT C
MONTHLY REPORTING TEMPLATE
[Enrollment]



Monthly Enrollment
Report.xlsx

Enter City/Town Name

| <i>Month Invoiced By Distributor</i> | <i>NON R2 Residential Account Count</i> | | | | | <i>R2 Account Count</i> | | | | |
|--------------------------------------|--|---------------------------------------|-----------------|----------------|------------|--------------------------------|---------------------------------------|-----------------|----------------|------------|
| | <i>Start</i> | <i>New Supplier/Moved/CI osed</i> | <i>Opt Outs</i> | <i>Opt Ins</i> | <i>End</i> | <i>Start</i> | <i>New Supplier/Moved/CI osed</i> | <i>Opt Outs</i> | <i>Opt Ins</i> | <i>End</i> |
| Apr-20 | - | | | | - | - | | | | - |
| Mar-20 | - | | | | - | - | | | | - |
| Feb-20 | - | | | | - | - | | | | - |
| Jan-20 | - | | | | - | - | | | | - |
| Dec-19 | - | | | | - | - | | | | - |
| Nov-19 | - | | | | - | - | | | | - |
| Oct-19 | - | | | | - | - | | | | - |
| Sep-19 | - | | | | - | - | | | | - |
| Aug-19 | - | | | | - | - | | | | - |
| Jul-19 | - | | | | - | - | | | | - |
| Jun-19 | - | | | | - | - | | | | - |
| May-19 | - | | | | - | - | | | | - |
| Apr-19 | - | | | | - | - | | | | - |
| Mar-19 | - | | | | - | - | | | | - |
| Feb-19 | - | | | | - | - | | | | - |
| Jan-19 | - | | | | - | - | | | | - |

**CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

EDUCATION AND INFORMATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

1 OVERVIEW AND PURPOSE

M.G.L. c. 164, § 134(a) requires that municipal aggregators “fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty.”

The Education and Information Plan (“Education Plan”) component of the City of Boston’s Community Choice Power Supply Program (“Program”) is two-pronged. The first is general education through which the City of Boston (“City”) and Colonial Power Group, Inc. (“CPG”) will provide information to eligible consumers, community groups and stakeholders by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

In D.T.E. 00-47 (2000), at 26, the Massachusetts Department of Telecommunications and Energy (“DTE”) established acceptable forms of an education plan component which also included general education and direct mail notification, satisfied the aforementioned statutory requirement. Moreover, in D.T.E. 04-32 (2004), the DTE concluded that the education plan component of the plan resulted in eligible consumers being satisfactorily informed of their rights to opt-out of the program, as well as other pertinent program information. Accordingly, the City’s Education Plan closely resembles that accepted in D.T.E. 00-47 and for numerous other approved plans. The City will tailor and modify its educational activities to complement other outreach efforts to community groups or non-English speaking groups.

The purpose of the Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

- a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
- b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key information.

1.1 GENERAL EDUCATION

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the City, its Competitive Supplier or renewable energy provider, and CPG. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

- a) news release;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

1.1.2 Media Outreach

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (“PSAs”), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

Sample Media List:

- a) Boston Globe
- b) Boston Herald
- c) Boston Magazine
- d) Boston.com
- e) BOS:311
- f) Associated Press
- g) Commonwealth Magazine
- h) Neighborhood Weeklys (e.g. Dorchester Reporter, Beacon Hill Times, Charlestown Gazette, Boston Sun, East Boston Times, JP Gazette, etc.)
- i) Spanish-Speaking Media Outlets (e.g. El Mundo, El Planeta, etc.)
- j) Local TV – WBZ
- k) Local TV – WCVB
- l) Local TV – WHDH
- m) Local TV – WFXT
- n) Local TV – Boston Neighborhood News
- o) Radio – WBUR
- p) Radio – WGBH

1.1.3 Notices and Public Postings

Notices in newspapers and in City Hall describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

1.1.4 Customer Service Center

CPG will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise.

1.1.5 Website

All information regarding the Program will be posted on CPG's website, which is linked to the City's website. The website will note if the City has chosen to fund personnel costs associated with an Energy Manager position(s), or to fund operational costs associated with the on-going administration of the Program by the City, to support renewable energy, storage, resiliency or similar initiatives, through an Operational Adder(s). CPG's website will have links to Eversource Energy, formerly NSTAR ("Local Distributor"), the Massachusetts Department of Energy Resources ("DOER"), the Massachusetts Department of Public Utilities ("Department"), and the City's Competitive Supplier.

1.1.6 Translation Services

The City, through the Office of Neighborhood Services which is experienced and active in reaching out to the diverse communities in Boston, will ensure that residents with limited English proficiency have access to Program information which includes translating the opt-out notification into key languages and making it available online and through community group channels. The City will endeavor to partner with community group resources that specifically work with this population, such as ESOL teaching organizations, community leaders from within language populations, and volunteers, to ensure access to Program information and to create any additional translated materials that may be necessary.

CPG's website is also equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The City will retain any additional translation services as it determines to be necessary or appropriate for eligible consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well".

1.1.7 Public Presentations

The City has established an advisory group to provide input and suggestions on the aggregation plan development process and goals for procurement. The City, together with CPG, as appropriate, will provide regular presentations to the City Council and to any other interested community group.

1.1.8 Ongoing Education and Outreach

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: City and CPG websites; press releases and local cable television shows; and presentations to the City Council, the advisory or neighborhood group or to any other interested community group. In addition, notices will be placed in newspapers, in City Hall and in public buildings (e.g., library, Senior Center, etc.) further describing the Program's details including the price, the product offering, the opt-out information and the toll-free telephone number. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer receiving Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will:

- a) introduce and describe the Program and provide information regarding participation and rights;
- b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
- c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service;
- d) inform eligible consumers if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
- e) inform eligible consumers if the City has chosen to fund operational costs associated with the on-going administration of the Program by the City, to support renewable energy, storage, resiliency or similar initiatives through an Operational Adder;
- f) explain the opt-out process;
- g) inform eligible consumers if the City has chosen to offer an optional green product and explain the opt-in process; and
- h) include instructions for consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English “less than very well” (i.e. toll-free telephone number).

The opt-out notification will also contain a postcard with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of receipt of the mailing to return the opt-out postcard in the pre-addressed envelope provided. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules. Such enrollments shall begin no sooner than 36 days after the mailing of the opt-out notification. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 40-day period outlined below through the media and the toll-free telephone number.

- | | |
|--------|--|
| Day 0: | Press conference held announcing the Program and introducing the Competitive Supplier |
| Day 1: | Customer service center (i.e. toll-free telephone number) opens |
| Day 1: | Press release issued on direct mail notification and start-up of the customer service center |

- Day 1: Program information posted on the following websites: CPG, City, and Competitive Supplier
- Day 1-7: Postings placed in public buildings
- Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights
- Day 1-40: Media interviews conducted with Program representatives, as needed
- Day 10: Direct mail notification sent to each eligible consumer (see Day 40)
- Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
- Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
- Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
- Day 40: Deadline reached for eligible consumers returning the opt-out postcard
- Day 40+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
- Day 90+: Follow-up news releases issued summarizing the Program's status

3 BUDGET

| Notification Method | Responsible Party | Estimated Cost |
|----------------------------|--------------------------|-----------------------|
| Direct Mailing | Competitive Supplier | \$437,500 |
| Press Conference | CPG | \$2,000 |
| Television Media | CPG | \$2,000 |
| Newspaper Media | CPG | \$7,500 |
| Electronic Communications | CPG | ----- |
| Public Presentations | CPG | ----- |

**CITY OF BOSTON
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

IMPLEMENTATION SCHEDULE

PREPARED BY

COLONIAL POWER GROUP, INC.

| | |
|--|---------------------------------|
| ESA Executed with Competitive Supplier: | November 15, 2019 |
| Competitive Supplier Receives Eversource Eligible Consumer Data: | November 17, 2019 |
| Submission of ESA to Department, et al.: | November 17, 2019 |
| Press Conference Introducing Competitive Supplier: | November 18, 2019 |
| Customer Service Center Start-Up: | November 19, 2019 |
| Websites Updated (i.e. CPG, City, Competitive Supplier): | November 22, 2019 |
| Postings Placed in Public Buildings (i.e. City Hall, etc): | November 22, 2019 |
| Notifications Mailed to Eligible Consumers: | November 22, 2019 |
| Problem Addresses Corrected and Notifications Mailed: | ASAP |
| New Consumer Addresses Received and Notifications Mailed: | ASAP |
| Display Ads Placed in Newspapers and PSAs Air on Cable: | November 22 – December 22, 2019 |
| Opt-Out Deadline Reached for Eligible Consumers: | December 22, 2019 |
| Final Opt-Outs Removed from Participating Consumer File: | December 22-23, 2019 |
| Transfer of Participating Consumers to Competitive Supplier: | December 23-26, 2019 |
| Service Started with Competitive Supplier: | January 1, 2020 |

Implementation Schedule is for representative purposes only.
Dates are subject to change based on receipt of necessary approvals.



THE CITY OF BOSTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear Boston Basic Service Consumer:

The City of Boston is pleased to announce that _____ has been selected as the supplier for its Community Choice Power Supply Program ("Program"). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to Eversource Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. Eversource will continue to deliver your electricity but Boston has chosen the supplier for the Program. _____ will provide electric power supply for all consumers currently on Basic Service in Boston. This letter is intended to tell you about this Program for electric power supply. In accordance with state law, it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM** unless you choose not to participate and opt-out.
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE. The only difference you will see is that _____ will be printed under the "Supplier Services" section of your monthly bill. You will continue to receive one bill from Eversource. You will continue to send your payments to Eversource for processing. Eversource will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

COMPARATIVE RATES AND TERMS

| | Boston's Program* (Supplier Services Only) | | Eversource (Supplier Services Only) |
|---------------------------------|--|---|---|
| | STANDARD GREEN | OPTIONAL GREEN | BASIC SERVICE |
| Rate | | | |
| Residential | \$X.XXXXX per kWh | \$X.XXXXX per kWh | \$X.XXXXX per kWh |
| Small C&I | \$X.XXXXX per kWh | \$X.XXXXX per kWh | \$X.XXXXX per kWh |
| Medium & Large C&I | \$X.XXXXX per kWh | \$X.XXXXX per kWh | \$X.XXXXX per kWh |
| Streetlight | \$X.XXXXX per kWh | \$X.XXXXX per kWh | \$X.XXXXX per kWh |
| Renewable Energy Content | [TBD following competitive bid process] | [TBD following competitive bid process] | Meets Massachusetts renewable energy requirements |
| Duration | _____ 2019 – _____ 2019 <i>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</i> | | _____ 2019 – _____ 2019 <i>[Residential, Small C&I and Streetlight rates change every 6 months. Medium & Large C&I rate changes every 3 months.]</i> |
| Exit Terms | NO PENALTY CHARGE | | NO PENALTY CHARGE |

*Rate includes Consultant Fee of \$0.00070 per kWh to facilitate Boston's Community Choice Power Supply Program.

*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).

*Rate includes Operational Adder of \$X.XXX per kWh to support local, renewable energy project **[placeholder/to be determined]**.

*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

IMPORTANT INFORMATION

- At Program launch the aggregation rate is lower than Eversource's Basic Service rate. The aggregation rate is fixed for the first __ months (_____ 2019 to _____ 2019) while Eversource's Basic Service rate changes twice a year, in January and July. As a result, the aggregation rate will not always be lower than Eversource's Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against Eversource's Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO PENALTY CHARGE TO OPT-OUT** of the Program and return to Eversource Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

IF YOU HAVE BEEN MAILED THIS NOTIFICATION you do not need to take any action to participate in the Program.

ALL BASIC SERVICE CONSUMERS who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in _____ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

WATCH YOUR EVERSOURCE BILL FOR FURTHER NOTIFICATION of the Program.

- Your _____ bill will state that you are being switched to Boston’s Program.
- Your _____ bill will show Boston’s supplier and aggregation rate under “Supplier Services”.

BUDGET PLAN OR ELIGIBLE LOW-INCOME RATE CONSUMERS will continue to receive those benefits from Eversource.

SOLAR PANEL CONSUMERS will continue to receive their net metering credits while benefiting from the aggregation rate.

TAX EXEMPT SMALL BUSINESS CONSUMERS must send or fax a copy of their Energy Exemption Certificate directly to ____ (Supplier) ____ at ____ (Supplier address/fax) ____ in order to maintain their tax exempt status.

IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Green Power Supply.

IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM you may: 1) Opt-out and continue paying Eversource’s Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

HOW TO OPT-OUT

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit www.colonialpowergroup.com/boston/ and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call _____ at _____ and ask to remain on Eversource Basic Service.

ANY TIME AFTER ENROLLMENT you can still opt-out with NO PENALTY CHARGE. It may take a couple of billing cycles before you are back on Eversource’s Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at www.colonialpowergroup.com/boston/ **OR** call _____ at _____ and ask to be placed on Eversource Basic Service.

TO CHOOSE A GREENER PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY you may call _____ at _____ and ask to be enrolled in Boston’s Optional Green Product.

[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

FOR MORE DETAILED INFORMATION regarding Boston’s Program please visit www.colonialpowergroup.com/boston/ or call us toll-free at (866) 485-5858. To learn more about _____ please visit www._____.

TO ACCESS EVERSOURCE’S BASIC SERVICE RATES please visit:

- Residential Rates – <https://www.eversource.com/content/ema-c/residential/my-account/billing-payments/about-your-bill/rates-tariffs/basic-service>.
- Business Rates – <https://www.eversource.com/content/ema-c/business/my-account/billing-payments/about-your-bill/rates-tariffs/basic-service>.

Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the City of Boston to facilitate the Community Choice Power Supply Program.

English:

IMPORTANT! This document or application contains **important information** about your rights, responsibilities and/or benefits. It is crucial that you understand the information in this document and/or application, and we will provide the information in your preferred language at no cost to you. If you need them, please contact us at first.last@boston.gov or (617) 635-XXXX.

Spanish:

¡IMPORTANTE! Este documento o solicitud contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es fundamental que usted entienda la información contenida en este documento y/o solicitud, y le proporcionaremos la información en su idioma preferido sin costo alguno para usted. Si los necesita, póngase en contacto con nosotros en el correo electrónico first.last@boston.gov o llamando al (617) 635-XXXX.

Haitian Creole:

AVI ENPÒTAN! Dokiman oubyen aplikasyon sa genyen **enfòmasyon ki enpòtan** konsènan dwa, responsablite, ak/oswa benefis ou yo. Li enpòtan ke ou konprann enfòmasyon ki nan dokiman ak/oubyen aplikasyon sa, e n ap bay enfòmasyon an nan lang ou prefere a, san ou pa peye anyen. Si w bezwen yo, tanpri kontakte nou nan first.last@boston.gov oswa (617) 635-XXXX.

Traditional Chinese:

非常重要! 這份文件或是申請表格包含關於您的權利，責任，和 / 或福利的重要信息。請您務必完全理解這份文件或申請表格的全部信息，這對我們來說十分重要。我們會免費給您提供翻譯服務。如果您有需要請聯系我們的郵箱 first.last@boston.gov 電話# (617) 635-XXXX.

Vietnamese:

QUAN TRỌNG! Tài liệu hoặc đơn yêu cầu này chứa **thông tin quan trọng** về các quyền, trách nhiệm và/hoặc lợi ích của bạn. Việc bạn hiểu rõ thông tin trong tài liệu và/hoặc đơn yêu cầu này rất quan trọng, và chúng tôi sẽ cung cấp thông tin bằng ngôn ngữ bạn muốn mà không tính phí. Nếu quý vị cần những dịch vụ này, vui lòng liên lạc với chúng tôi theo địa chỉ first.last@boston.gov hoặc số điện thoại (617) 635-XXXX.

Simplified Chinese:

非常重要! 这份文件或是申请表格包含关于您的权利，责任，和 / 或福利的重要信息。请您务必完全理解这份文件或申请表格的全部信息，这对我们来说十分重要。我们会免费给您提供翻译服务。如果您有需要请联系我们的邮箱 first.last@boston.gov 电话# (617) 635-XXXX.

Cape Verdean Creole:

INPURTANTI! Es dukumentu ó aplikason ten **informason inpurtanti** sobri bu direitus, rasponsabilidadis i/ó benefisius. Ê krusial ki bu intendi informason na es dukumentu i/ó aplikason ó nu ta da informason na língua di bu preferênsia sen ninhun kustu pa bó. Si bu prisiza del, kontata-nu na first.last@boston.gov ó (617) 635-XXXX.

Arabic:

يحتوي هذا المستند أو التطبيق على معلومات مهمة حول حقوقك ومسؤولياتك أو فوائده. من الأهمية أن تفهم المعلومات الواردة في هذا المستند أو المهم التطبيق. سوف نقدم المعلومات بلغتك المفضلة دون أي تكلفة عليك. إذا كنت في حاجة إليها، يرجى الاتصال بنا على (617) 635-XXXX أو first.last@boston.gov

Russian:

ВАЖНО! В этом документе или заявлении содержится **важная информация** о ваших правах, обязанностях и/или льготах. Для нас очень важно, чтобы вы понимали приведенную в этом документе и/или заявлении информацию, и мы готовы бесплатно предоставить вам информацию на предпочитаемом вами языке. Если Вам они нужны, просьба связаться с нами по адресу электронной почты first.last@boston.gov, либо по телефону (617) 635-XXXX.

Portuguese:

IMPORTANTE! Este documento ou aplicativo contém **Informações importantes** sobre os seus direitos, responsabilidades e/ou benefícios. É importante que você compreenda as informações contidas neste documento e/ou aplicativo, e nós iremos fornecer as informações em seu idioma de preferência sem nenhum custo para você. Se precisar deles, fale conosco: first.last@boston.gov ou (617) 635-XXXX.

French:

IMPORTANT ! Ce document ou cette demande contient des **informations importantes** concernant vos droits, responsabilités et/ou avantages. Il est essentiel que vous compreniez les informations contenues dans ce document et/ou cette demande, que nous pouvons vous communiquer gratuitement dans la langue de votre choix. Si vous en avez besoin, veuillez nous contacter à first.last@boston.gov ou au (617) 635-XXXX.



**BOSTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER NOTIFICATION LETTER ENVELOPE**

OFFICIAL CITY BUSINESS



City of Boston
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

John Smith
1 Main Street
Boston, MA 02201

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. 102

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

**BOSTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE**

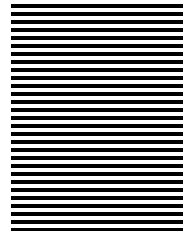
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 41 MARLBOROUGH, MA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

CITY OF BOSTON
c/o **COMPETITIVE SUPPLIER**
1 SUPPLIER STREET
SUPPLIER, MA 00000



**BOSTON COMMUNITY CHOICE POWER SUPPLY PROGRAM
OPT-OUT REPLY CARD**

John Smith
1 Main Street
Boston, MA 02201

If you want to participate in the Boston Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions

If you do not want to participate:

- 1) Sign and date
- 2) Place in envelope provided
- 3) Drop in the mail

X

Signature

Date

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by _____ to opt-out of the Program before being automatically enrolled.**

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES


CITY OF BOSTON

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D.P.U. 19-65

APPEARANCE OF COUNSEL

In the above-referenced proceeding, I hereby appear for and on behalf of Colonial Power Group, Inc.

Respectfully submitted,



James M. Avery, Esq.
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110
Phone: 617.488.8100
Fax: 617.824.2020
javery@pierceatwood.com

Dated: June 20, 2019


COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

D.P.U. 19-65

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 220 CMR 1.05(1) (Department's Rules of Practice and Procedure).

Dated at Boston, Massachusetts this 20th day of June, 2019.


James M. Avery, Esq.
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110
Phone: 617.488.8100
Fax: 617.824.2020
javery@pierceatwood.com

Of Counsel for:

COLONIAL POWER GROUP, INC.