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August 19, 2020

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



Admitted in: MA

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

Dear Secretary Marini:

On July 22, 2020, the Department of Public Utilities (“Department”) issued its Order in the above-referenced proceeding. The Department’s Order directed the City of Boston (“City”) to further revise its Municipal Aggregation Plan (“Plan”) and related documents. Specifically, the Department asked that the City update its Aggregation Plan to include the list of principles and values that Chris Cook, Chief of Environment, Energy and Open Space for the City, outlined in his letter dated July 17, 2019 and filed on July 24, 2019. The also Department directed the City to make revisions to Section 5.1.4 and 5.1.6 and add another language to its LAD. On August 5, 2020, the City submitted a revised form of its Aggregation Plan and Education Plan to address the requirements of the Department’s Order and also to reflect recent directives of the Department with respect to other plans. On August 12, 2020, the Hearing Officer provided additional comments on the City’s Plan documents. This amended and restated compliance filing provides all requested revisions to the Plan documents.

Enclosed please find clean and blacklined versions of these documents that demonstrate the satisfaction of the Department’s directives within the Order and the Hearing Officer’s recent request. The City respectfully requests that the Department approve these restated compliance documents.

We are arranging for delivery and efilng as a courtesy.

Please contact 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: Sarah A. Smegal, Hearing Officer (electronic)
- Ashley Gagnon, Assistant Attorney General (electronic)
- Daniel Burstein, Legal Counsel (electronic)
- John K. Habib, Esq. (electronic)
- Brendan P. Vaughan, Esq. (electronic)
- David Musselman, Director of the Municipal Energy Unit, City of Boston (electronic)
- Mark Cappadona, President (electronic)
- Denise Allard, Sr. Vice President of Business Operations (electronic)



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# **CITY OF BOSTON**

## **COMMUNITY CHOICE ELECTRICITY PROGRAM**

### **AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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### **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

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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 Consumers<sup>1</sup>
- 1.9 Beginning of Opt-Out Period (37 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.

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<sup>1</sup> 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 ELECTRICITY PROGRAM**

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The City offers one program to achieve its goals: Boston's Community Choice Electricity 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, however, savings cannot be guaranteed. 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 6.1.6 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 PRINCIPLES AND VALUES**

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In developing the Plan, the City convened a community working group, comprised of neighborhood leaders, environmental and housing advocates, students and others, to inform the program design, establish the Plan's initial principles, values and goals and to eventually assist with the implementation of the Plan. As a result, the City established the following initial principles and values to guide the Plan's design and operation

#### **Reduce emissions**

A principal goal of the aggregation is to reduce greenhouse gas emissions to support the City's commitment to be carbon neutral by 2050.

### **Commit to environmental justice**

Socially vulnerable populations are exposed to the greatest risks of increased carbon pollution and the impacts of climate change. Actions taken as part of the aggregation program should seek to prioritize benefits for these communities and to provide new economic opportunity within them. The aggregation program is also committed to having socially vulnerable populations represented throughout planning, implementation, education, and outreach.

### **Increase the amount of renewable energy generation on the grid**

The purchases of renewable power will be made with the intention of supporting the development of new renewable energy projects. That is, the aggregation will strive to source renewable power from new rather than existing projects, and to increase the total amount of renewable generation on the regional grid. This is what is meant by additionality.

### **Support local renewable energy**

Any renewable energy that the aggregation acquires, either by purchasing of renewable energy credits or by direct investment, will be sourced -- in order of preference – from renewable energy projects

1. here in Boston,
2. here in Massachusetts,
3. if outside Massachusetts, within the New England region, and
4. where additionality can be demonstrated, elsewhere.

### **Ensure affordability and price stability**

The aggregation will strive to ensure that its products represent affordable choices for all Boston residents and that product pricing remains stable over longer periods of time than the utility's default service. In Boston, 22 percent of households are severely housing-cost burdened - spending 50 percent or more of their income on housing costs - and utility expense is a matter of particular concern for low-income renters. The aggregation will seek to mitigate, and not exacerbate that burden. However, savings cannot be guaranteed.

### **Strengthen consumer protection**

The aggregation seeks to displace those for-profit aggregators that target the City's most vulnerable community members with deceptive products. These products may offer low introductory rates that are rapidly and significantly increased, and may also include undisclosed fees.

As the City intends to operate the Plan indefinitely, it expects to modify its principles and values periodically to address changing market conditions, to respond to emerging policy objectives among City residents or for other reasons. The City will, at a minimum, post any proposed changes to the principles and values reflected in this section and provide a reasonable opportunity for stakeholder comment and suggestion before any such changes are adopted. The

City expects to employ a stakeholder outreach process to develop and proposed changes prior to posting for comment.

## **4 PRODUCT OFFERINGS**

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The City will solicit bids for power supply from Competitive Suppliers that (1) meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation and (2) provide additional renewable energy supply and/or associated attributes that address the City's commitments to additionality and the reduction of greenhouse gas emissions (RECs). The City may seek RECs, at varying percentages, from a variety of both local and national renewable sources, including but not limited to wind, solar, hydro, energy storage and geothermal power.

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.

### **4.1 STANDARD PRODUCT**

All eligible consumers will be enrolled in the City's standard product unless they affirmatively opt-out of the Program. The City's standard product may incorporate RECs beyond the required minimum Massachusetts RPS obligation. The City will evaluate bids and select a standard product that addresses the City's objectives with respect to price and renewable energy content at the time of such decision.

### **4.2 OPTIONAL PRODUCT**

The City may also offer one or more optional products. Eligible consumers will only be enrolled in a City's optional product if they affirmatively select it. The City's optional products may, but shall not be required to, incorporate RECs beyond the required minimum Massachusetts RPS obligation. Products with a higher percentage of renewable energy are typically available at an additional incremental cost and will provide consumers with alternative choices in terms of the balance of price and environmental benefit.

## **5 FUNDING**

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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.

## **6 ACTIVATION AND TERMINATION**

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### **6.1 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:

#### **6.1.1 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.

#### **6.1.2 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.

#### **6.1.3 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 affirmatively opt-out of the Program.

#### **6.1.4 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 provide the Competitive Supplier and the Consultant with a list of eligible consumers. 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 only eligible consumers are enrolled. Only current eligible 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. In doing so, the City will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the City's Program during a competitive supply contract term. No later than ten days prior to the date of issuance, the City shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the City's Program. 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 55	Competitive Supplier removes opt-outs from eligible list
Day 55	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 37 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.

### **6.1.5 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.

### **6.1.6 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. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to enroll, with the exception of large industrial eligible consumers, will be enrolled pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 4, as amended or superseded from time to time. [See Section 9 for further information.]

### **6.1.7 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 as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017).

- 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.

## **6.2 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.

## **7 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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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.

With respect to a planned termination of the Program, the City will also notify the Director of the Department's Consumer Division at the same time it notifies Eversource (i.e., 90 days prior). Such notification to the Department will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's termination and return of participating consumers to Eversource's Basic Service.

## **8 RATE SETTING, COSTS, AND BILLING**

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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.

### **8.1 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 8.3 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<sup>2</sup> 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.

Additionally, the City will notify the Director of the Department's Consumer Division prior to the implementation of any change in the Program price related to a change in law (e.g., regulatory event or new taxes). Such notification to the Department will occur no less than ten days prior to the City notifying participating consumers and will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's change in price.

## **8.2 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) to support the operation of its Aggregation Program, through an Operational Adder equivalent of up to \$0.0003 per kWh, payable by the Competitive Supplier to the City.

## **8.3 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

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<sup>2</sup> The term "change in law" defines the terms "Regulatory Event" and "New Taxes" as those terms are used in Article 17 of the ESA.

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
<b>Delivery Services Detail (Rate: R1)</b>		
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
<b>Supplier Services Detail (Rate: Default Service)</b>		
Generation Services Charge	\$0.11397	\$ 68.38
Total Supplier Services		\$ 68.38
<b>Average Bill Total</b>		
		\$ 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

## 9 UNIVERSAL ACCESS

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“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 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 shall be enrolled in the Program unless they have affirmatively opted-out of the Program. New eligible consumers will retain the right to opt-out any time after the commencement of Program service.

Eligible consumers who have previously opted out of the Program, with the exception of large industrial customers, may request that they be re-enrolled in the Program. The City’s Competitive Supplier will re-enroll such eligible consumers at the then-current Program rate.

Consumers being served under competitive service, with the exception of large industrial customers, may affirmatively opt-in and request that they be enrolled in the Program. The City’s Competitive Supplier will enroll such consumers at the then-current Program rate.

Large industrial customers who have previously opted out of the Program or are being served under competitive supply may request to join the Program. Given the high monthly usage of such

consumers, enrollment is at the discretion of the City’s Competitive Supplier and may be at the then-current market price.

## **10 EQUITABLE TREATMENT OF RATEPAYERS**

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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.

## **11 RELIABILITY**

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“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.

## **12 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **12.1 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.

## **12.2 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.

## **13 BENEFITS OF MUNICIPAL AGGREGATION**

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

### **13.1 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.

### **13.2 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.

### **13.3 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.

### **13.4 OTHER PROTECTIONS**

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

## **14 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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

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**CITY OF BOSTON  
COMMUNITY CHOICE ELECTRICITY PROGRAM**

**EDUCATION AND INFORMATION PLAN**

**PREPARED BY**

**COLONIAL POWER GROUP, INC.**

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**1 OVERVIEW AND PURPOSE**

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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 Electricity 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.

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. CPG’s customer service center has the capability to provide interpretation services for more than 200 different languages.

### **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) through an Operational Adder. 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. The City may leverage email lists and newsletters to ensure consumers are receiving accurate and timely information.

Sample Community Groups:

- a) Barr Foundation
- b) Boston Climate Action Network (BCAN)
- c) Boston Student Advisory Council (BSAC)
- d) Chinese Progressive Association (CPA)
- e) Mothers Out Front
- f) Sierra Club
- g) West Roxbury Saves Energy

### **1.1.8 Impaired Physical Capabilities**

The City will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Information sessions will be held in accessible locations. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or otherwise visually impaired) will have the opportunity to do so ahead of any such public presentation.

The opt-out notification will include a separate Language Access Document which will provide instructions regarding how consumers can receive visual or audial assistance with Program information.

### **1.1.9 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) explain the opt-out process;
- f) inform eligible consumers if the City has chosen to offer an optional green product and explain the opt-in process; and
- g) 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 37 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.

## 1.2.2 Limited English Proficiency

The opt-out notification will include a separate Language Access Document to ensure that the mailing is meaningful to all consumers with limited English proficiency and other language access needs. The required Language Access Document will translate the following text into 27 languages.

Important notice enclosed from City of Boston about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help.

## 2 TIMELINE

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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 47-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 47)
- 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 47: Deadline reached for eligible consumers returning the opt-out postcard
- Day 47+: 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

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<b>Notification Method</b>	<b>Responsible Party</b>	<b>Estimated Cost</b>
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	-----

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**CITY OF BOSTON**  
**COMMUNITY CHOICE ELECTRICITY PROGRAM**  
**COMPETITIVE ELECTRIC SERVICE AGREEMENT**

PREPARED BY  
**COLONIAL POWER GROUP, INC.**

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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 Electricity 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

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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 Electricity 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 Electricity 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**

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### **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. 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.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send Department-approved educational materials, opt-out notices or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers.

## **ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT**

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### **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, using the Opt-Out Notice approved by the Department, 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. Any such efforts must be consistent with the Education and Information Plan included in the Department-approved Plan.

### **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, with the exception of large industrial Eligible Consumers, may request that they be enrolled in the Program. Competitive Supplier will provide All-Requirements Power Supply to such Eligible Consumers at the aggregation rate. Large industrial Eligible Consumers who have previously opted out of the Program may request to be enrolled in the Program, and Competitive Supplier may provide All-Requirements Power Supply to such large industrial 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, with the exception of large industrial consumers, may affirmatively opt-in and receive All-Requirements Power Supply at the aggregation rate. Large industrial consumers who are being served under such third-party competitive supply programs may request to be enrolled in the

Program, and Competitive Supplier may provide All-Requirements Power Supply to such large industrial consumers at Competitive Supplier's discretion, at the market rate.

## **ARTICLE 4 TERM OF CONTRACT AND TERMINATION**

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### **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**

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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.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send Department-approved educational materials, opt-out notices or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers.

## **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.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send Department-approved educational materials, opt-out notices or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers.

## **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**

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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**

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### **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**

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#### **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 PRODUCT**

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

### **ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS**

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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**

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### **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**

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### **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**

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### **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**

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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**

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If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party of this ESA, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, the Competitive Supplier incurs additional, material costs, the Competitive Supplier shall provide a written notice to the City that documents: a) the effective date of the Regulatory Event or New Taxes; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Taxes; c) the timing of the cost impact to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in the price per kWh that is billed by the Local Distributor, designed to reimburse the Competitive Supplier for such cost impact. If the City and the Competitive supplier cannot agree on the amendment to this ESA or reimbursement contemplated by this section, the matter may be subject to dispute resolution in accordance with section 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

## **ARTICLE 18 MISCELLANEOUS**

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### **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, 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. Any new product or service that the Competitive Supplier and/or the City wish to make available to Participating Consumers is subject to Department approval.

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."

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send Department-approved educational materials, opt-out notices or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers.

### **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  
(508) 485-5858 (phone)  
(508) 485-5854 (fax)  
[mark@colonialpowergroup.com](mailto:mark@colonialpowergroup.com)

With a Copy To:

Mr. David Musselman, Environment Dept.  
City of Boston  
1 City Hall Square  
Boston, MA 02201  
(617) 635-3850

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 Electricity Program**

Price by Rate Classification

**STANDARD PRODUCT**

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

<b>Rate Class</b>	<b>Price for Period 1*</b> \$/kWh	<b>Price for Period 2*</b> \$/kWh
<b>Residential</b>		
<b>Commercial</b>		
<b>Industrial</b>		

*\*Rate includes Operational Adder of \$X.XXX/kWh [TBD; max allowed \$0.001].*

**OPTIONAL PRODUCT**

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

<b>Rate Class</b>	<b>Price for Period 1*</b> \$/kWh	<b>Price for Period 2*</b> \$/kWh
<b>Residential</b>		
<b>Commercial</b>		
<b>Industrial</b>		

*\*Rate includes Operational Adder of \$X.XXX/kWh [TBD; max allowed \$0.001].*

*[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 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 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

**EXHIBIT C**  
**MONTHLY REPORTING TEMPLATE**  
**[Enrollment]**



Monthly Enrollment  
Report.xlsx



# THE CITY OF BOSTON'S COMMUNITY CHOICE ELECTRICITY 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 Electricity 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
<b>Rate</b>			
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
<b>Renewable Energy Content</b>	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
<b>Duration</b>	_____ 2021 – _____ 2021 <i>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</i>		_____ 2021 – _____ 2021 <i>[Residential, Small C&amp;I and Streetlight rates change every 6 months. Medium &amp; Large C&amp;I rate changes every 3 months.]</i>
<b>Exit Terms</b>	<b>NO CHARGE</b>		May receive a reconciliation charge or credit <i>[Large C&amp;I only]</i>

\*Rate includes Consultant Fee of \$0.00070 per kWh to facilitate Boston's Community Choice Electricity Program.

\*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).

\*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 \_\_ months (\_\_\_\_\_ 2021 to \_\_\_\_\_ 2021) 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 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 AND COMMUNITY SOLAR CONSUMERS** will continue to receive net metering or on-bill credits while receiving electricity supply under the Program and the value of these credits will not be altered by participating in the Program.

**ANY APPLICABLE TAXES WILL BE BILLED** as part of the Program's power supply charge. You will be responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation.

**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 THROUGH EVERSOURCE** your participation in this Program will not affect your participation in 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/](http://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 CHARGE. It may take a couple of billing cycles before you are back on Eversource Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at [www.colonialpowergroup.com/boston/](http://www.colonialpowergroup.com/boston/) **OR** call \_\_\_\_\_ at \_\_\_\_\_ and ask to be placed on Eversource Basic Service.

**TO CHOOSE A 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/](http://www.colonialpowergroup.com/boston/) or call us toll-free at (866) 485-5858. To learn more about \_\_\_\_\_ please visit [www.](http://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 Electricity Program.*



**THE CITY OF BOSTON'S  
COMMUNITY CHOICE ELECTRICITY PROGRAM**



**IMPORTANT NOTICE**



**(866) 485-5858 ext. 1**



**TTY (800) 720-3480 / Español (866) 930-9252**



**colonialpowergroup.com/boston**

The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from City of Boston about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

<p><b>SPANISH/ESPAÑOL</b> Incluye notificación importante del <b>City of Boston</b> sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p><b>POLISH/POLSKI</b> Załączono ważną informację od <b>City of Boston</b> na temat usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyższą witrynę, aby uzyskać pomoc.</p>
<p><b>PORTUGUESE/PORTUGUÊS</b> Aviso importante incluído da <b>City of Boston</b> sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.</p>	<p><b>NEPALI/नेपाली</b> तपाईंको विद्युतीय सेवा बारे <b>City of Boston</b> संलग्न गरिएको महत्त्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवादन गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।</p>
<p><b>CHINESE (SIMPLIFIED)/ 中文</b> 随函附上来自 <b>City of Boston</b> 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。</p>	<p><b>MARATHI/मराठी</b> आपल्या विद्युत सेवेसंबंधी <b>City of Boston</b> महत्त्वाची सूचना सलग्न केली आहे. या सुचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.</p>
<p><b>CHINESE (TRADITIONAL)/ 中文</b> 隨附 <b>City of Boston</b> 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。</p>	<p><b>YORUBA/YORÙBÁ</b> Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ́ <b>City of Boston</b> nípa ìṣẹ̀ iná mọ̀nà mọ̀nà rẹ̀. Túmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pe nọ̀nbà náà tàbí kànsí ayélujára, lókè, fún irànlọ̀wọ̀.</p>
<p><b>HAITIAN/KREYÒL</b> Ou gen yon notifikasyon enpòtan de <b>City of Boston</b> sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.</p>	<p><b>IGBO/NDI IGBO</b> Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka <b>City of Boston</b>. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaijị ahụ, dị n'elu, maka enyemaka.</p>
<p><b>VIETNAMESE/TIẾNG VIỆT</b> Đính kèm thông báo quan trọng từ <b>City of Boston</b> về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b> የኤሌክትሪክ አገልግሎት ምን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ <b>City of Boston</b> እንደ ዓባሪ ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።</p>

<p><b>RUSSIAN/РУССКИЙ</b>          Прилагается важное уведомление от <b>City of Boston</b> о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.</p>	<p><b>SOMALI/SOOMAALI</b>          Oageysiis muhiim oo ka yimid <b>City of Boston</b> kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.</p>
<p><b>ARABIC/عربي</b>          مرفق إخطار مهم من <b>City of Boston</b> عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.</p>	<p><b>JAPANESE/傑伲铂</b>          「電気供給サービスに関する <b>City of Boston</b> からの重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」</p>
<p><b>KHMER/ខ្មែរ</b>          សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង <b>City of Boston</b> គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b>          તમારી વીજળી સેવા અંગે <b>City of Boston</b> તરફથી મહત્વપૂર્ણ સૂચના બીડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કોલ કરો અથવા વેબસાઇટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b>          Avis important de <b>City of Boston</b> concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.</p>	<p><b>SWAHILI/KISWAHILI</b>          Notisi muhimu ambayo imeambatishwa kutoka <b>City of Boston</b> kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliyo hapo juu ili upate usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b>          Comunicazione importante in allegato della <b>City of Boston</b> riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.</p>	<p><b>HINDI/हिंदी</b>          आपकी बिजली सेवा के बारे में <b>City of Boston</b> से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करें। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b>          귀하의 전기 서비스와 관련하여 <b>City of Boston</b> 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b>          ประกาศสำคัญที่แนบมาจาก <b>City of Boston</b> เกี่ยวกับบริการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b>          Εσωκλείεται σημαντική ειδοποίηση από την <b>City of Boston</b> που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.</p>	<p><b>LAO/ລາວ</b>          ແຈ້ງການສຳຄັນທີ່ຕິດຄັດມາຈາກ <b>City of Boston</b> ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແບ່ງແຈ້ງການທັນທີ. ໂທຫາໜາຍລາວ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທີ່ຂ້າງເທິງສຳລັບຄວາມຊ່ວຍເຫຼືອ.</p>
<p><b>CAPE VERDEAN CREOLE/KRIOLU DI KABU VERDI</b>          Avizu inportanti inklúidu di <b>City of Boston</b> sobri bu sirvisu di iletrisidadi. Traduzi kel avizu imidiatamenti. Txoma pa kel númeru ò vizita kel pájina di internéti, diriba, pa bu dadu ajuda.</p>	

**BOSTON'S COMMUNITY CHOICE ELECTRICITY 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 ELECTRICITY PROGRAM  
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE**

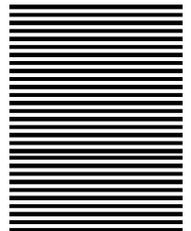
**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 41 MARLBOROUGH, MA

POSTAGE WILL BE PAID BY ADDRESSEE

**CITY OF BOSTON  
c/o COMPETITIVE SUPPLIER  
1 SUPPLIER STREET  
SUPPLIER, MA 00000**

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BOSTON COMMUNITY CHOICE ELECTRICITY PROGRAM  
OPT-OUT REPLY CARD**

John Smith  
1 Main Street  
Boston, MA 02201

If you want to participate in the Boston Community Choice Electricity 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

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.**

X

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**