

Town of Watertown

Municipal Aggregation Plan

March 28, 2019

The Town of Watertown (Town) has developed the Watertown Electricity Choice program to bring the benefits of renewable energy and electricity choice to its residents and businesses. A centerpiece of the program will be the integration of additional renewable energy into the power supply. The program will also be designed to give program participants control over their electricity supply, both in terms of price and renewable energy, by offering a selection of supply options as well as the ability to leave the program and return to Eversource Basic Service at any time with no penalty or fee. The program may provide savings relative to Basic Service, but savings cannot be guaranteed. The program is part of the Town's efforts to achieve its sustainability goals.

I. Key Features

The key features of the Town's municipal aggregation program will include:

Renewable power: The Town will maximize the use of power from renewable resources such as wind and solar while protecting those customers who cannot afford or do not wish to participate in the purchase of renewables.

Choice: The Town will give program participants a choice in the environmental characteristics and price of their electricity supply. The Town anticipates offering at least 3 options: a Standard Offering with a level of renewables above the Renewable Portfolio Standard (RPS) requirement; a 100% Renewable Option; and a Basic Option with only the level of renewables required by the RPS. The Town will determine the final options after it receives price bids.

Consumer protection: The Town's program will include strong consumer protections, including the ability for any customer to leave the standard product at any time with no penalty or fee. There will be no hidden charges of any kind.

II. Support for Renewable Energy

The integration of renewable energy into the Town's power supply is a driving motivation for Watertown's program. Watertown anticipates achieving that integration in three key ways. In all of these cases, the Town envisions achieving the integration through the purchase of Renewable Energy Certificates (RECs).

1. A Greener Standard Offering

The program will seek to provide a standard, or default, electricity offering that includes a higher renewable energy content, from new, renewable resources within New England, than is included in Eversource Basic Service. The Town will consider a variety of renewable energy resources and will choose the option that offers the best combination of renewable content and price. The Town will establish the final percentage of renewables after it receives price bids.

2. An Even Greener Option

The program will offer at least one option that is even greener than the standard offering. For example, this option may include a higher percentage of renewable content from new, renewable resources within New England. Or it may include a higher percentage of solar. This option would be available at an additional cost to program participants. By offering this option in addition to the standard offering, the Town will give its residents and businesses the freedom to make individual choices about the price and environmental content of their power supply.

3. Incorporating Local Renewable Resources

As is possible and cost effective, the Town may also choose to integrate electricity produced by local renewable energy projects, such as projects located within the Town or other Massachusetts communities, into the Town's power supply.

III. Procedural Requirements

The Municipal Aggregation Statute, G.L. c. 164, § 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Town Council on September 26, 2017. A copy of the Town Council vote is attached as Exhibit A.

2. Consultation with the Department of Energy Resources

The aggregation statute also requires the Town to consult with the Department of Energy Resources (DOER) in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials discussed the draft with DOER on May 30, 2018.

3. Citizen Review

The Town made the Aggregation Plan available for review by its citizens by posting the plan for comment and holding a public meeting on June 18, 2018.

IV. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants

- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Town Council and Town Manager: The aggregation will be overseen by the Town Council and the Town Manager. The Town Council will set the policy direction. The Town Manager will approve the plan, manage the consulting team, and sign the electric supply agreement.

Consultants: The Town’s aggregation consulting team (hereinafter jointly referred to as “Consultant”) will manage the aggregation under the Town Manager’s direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. The Town has selected the team of Peregrine Energy Group and Bay State Consultants to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the Department of Public Utilities (DPU), the key operational steps will be:

- a. Issue a Request for Qualifications (RFQ) and Request for Proposals (RFP) and select winning competitive supplier
 - b. Implement the public information program, including notice of the 30-day opt-out period
 - c. Enroll customers and provide service, including required information disclosures
- a. **Issue a Request for Qualifications and Request for Proposals and select winning competitive supplier**

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The Town will issue an RFQ to leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFQ will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the terms and conditions of a Competitive Electric Service Agreement (ESA), substantially in the form of the Town’s model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service

- Allow customers to exit program any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will issue an RFP for price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

The Town will solicit bids both for power supply that meets the Massachusetts Renewable Portfolio Standard (RPS) requirements and for a greener supply containing additional renewable energy over and above the RPS requirements. The Town will seek bids that include a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The renewable energy in the power supply will be documented using RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or other regional tracking system or be certified by a third party.

b. Implement public information program, including notice of the pre-launch opt-out period

Once a winning supplier is selected, the Town will implement a public education program.

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. The Town will use a variety of communication vehicles to communicate the plan's objectives, the primary terms and conditions of the contract, the right to opt out of the program, and the availability of the optional product.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by the Town.
- Dedicated informational web pages that explain the Aggregation Plan, community benefits, the opt-out process, the environmental content of the power supply, and other helpful information. This website will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline.
- Interviews with the local cable access channel.
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available in the Town Hall.
- A community-wide presentation, open to all community members.
- A presentation targeted specifically for seniors.

The Town will ensure that residents with limited English proficiency have access to program information by translating the opt-out letter into key languages and making it available online and through community channels. The Town will additionally endeavor to partner with community 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.

A detailed timeline for these efforts will be developed as the launch gets closer.

ii. Notice of the 30-day, pre-launch opt-out period

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be an official Town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all program charges and compare the price and primary terms of the Town's competitive supply to the price and terms of utility Basic Service.

The direct mailing will include an opt-out reply card and a postage-paid return envelope. The reply card will identify the date by which the return envelope must be postmarked in order for the customer to be opted out prior to being enrolled.

The opt-out notice and reply card will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. A template opt-out notice is attached to this Plan as Exhibit B. The opt-out envelope is attached as Exhibit C. The opt-out reply card is attached as Exhibit D.

c. Enroll customers and provide service, including information disclosure

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all Basic Service customers that did not opt out. The enrollments shall commence no sooner than 36 days after the mailing of the opt-out notice. All enrollments and other transactions between the competitive supplier and the local distribution company, Eversource, will be conducted in compliance with the relevant provisions of DPU regulations, Eversource's *Terms and Conditions for Competitive Suppliers* (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial power supply agreement, the Town intends to enter a new supply agreement on behalf of the Watertown Electricity Choice customers.

As part of its ongoing service, the Town will provide the disclosure information required by G.L. c. 164, § 1(F)(vi) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate

information disclosure strategy will allow the Town to provide the required information to its customers as effectively as through mailings.

d. Annual reports to the DPU and DOER

On an annual basis, the Town will report to the DPU and DOER on the status of the program, including all information requested by the DPU or DOER.

3. Funding

The costs of the program will be funded primarily through the supply contract.

The principal program cost will be the competitive supplier's charges for the power supply. These charges will include the costs of RECs and will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour adder that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the Competitive Electric Service Agreement. This fee will cover the services of the Consultant, including developing the Aggregation Plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, managing a robust opt-in campaign, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set for the initial term of the Consultant's contract at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the program's electricity supply charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions will vary by product and may differ among customer classes. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.¹ When prices change, the Town will notify consumers by issuing a media release and posting a notice on the Town web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA (see Article 18 of the ESA), the Town and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify consumers of the change in price by issuing a media release and posting a notice in Town Hall and on the program website.

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by the local distribution company in accordance with tariffs approved by the DPU.

Participants will continue to receive one bill from their local distribution company that includes both the electricity supply charge and their local distribution company's delivery charges. Required taxes will be billed as part of the electricity supply charge. Customers are responsible for identifying and requesting an

¹ Basic Service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change quarterly.

exemption from the collection of any tax by providing appropriate documentation to the competitive supplier.

5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation Plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

- The Town's consultants will prepare and issue an RFQ on behalf of the Town
- The Town will receive and evaluate qualifications
- The Town's consultants will issue an RFP for prices
- The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Town Manager will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, the Town will wait to see if market conditions improve and then repeat the process.

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the program at any time without charge. They may exercise that right by any of the following: 1) calling the competitive supplier's toll-free number; 2) contacting Eversource and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Consultant, the Competitive Supplier, Eversource, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, Eversource, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

7. Extension or Termination of Program

Prior to the end of the term of the initial Competitive Electric Service Agreement, the Town will solicit bids for a new supply agreement and plans to continue the program with the same or a new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town Manager to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to the local distribution company's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic

Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify the local distribution company of the planned termination or extension of the program. In particular, the Town will provide notice to the local distribution company: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

The Town will notify consumers of program termination by issuing a media release and posting a notice on the Town web site. In addition, consumers will receive notice of a supplier change on their bill from the local distribution company.

The Town will notify the Director of the Department's Consumer Division 90 days prior to a planned termination of the program. Such communication shall include copies of all media releases, town clerk and website postings, and all other communications the town intends to provide to customers regarding the termination of the program and the return of participants to basic service.

V. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Town's program will satisfy all three requirements, as discussed below.

1. Universal Access

The Aggregation Plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All eligible² Basic Service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they will have an opportunity to join the program. New customers will initially be placed on Basic Service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out within the 30-day opt-out period. New customers will be offered the same price as the existing customers, with the exception of new Very Large Commercial and

² Eligible customers shall include (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. Eligible customers shall not include: (1) basic service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) basic service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service. Order on Eligible Customers, D.P.U. 16-10, at 19 (2017).

Industrial Customers (“VLC&I Customers”). New VLC&I Customers are defined as any customer that is on the utility’s largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be offered a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 7.) The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA also requires the competitive supplier to maintain insurance (ESA, Article 16). Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires “equitable” treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the DPU has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions among groupings of customers. First, the program may distinguish among customer classes (residential, small business, large business) by soliciting separate pricing for each of those classes. The program will use the customer classes that the local distribution company uses for its Basic Service pricing.

Second, the program will distinguish among customers receiving different products, for example, the standard product and the optional greener product. Customers will be charged the price associated with the product they receive.

Third, as described above under “Universal Access,” among New Customers the program may distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small commercial and industrial (C&I) customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

VI. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 30
Electricity Supply Agreement executed	Day 44
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site, and including an opt-in campaign for greener power.	Day 45
Opt-out notice mailed to customers	Day 55
Opt-out deadline	Day 91
Service begins as of each customer's next meter read date	Day 95

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives DPU approval.³

VII. CONCLUSION

The Watertown Electricity Choice program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

³ The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

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Watertown Town Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

MAY 11 2018

A TRUE COPY ATTEST

Jos E F...
TOWN CLERK

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President

Michael F. Dattoli,
Councilor At Large

Aaron P. Dushku,
Councilor At Large

Susan G. Falkoff,
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Kenneth M. Woodland,
District D Councilor

TOWN COUNCIL MEETING TUESDAY, SEPTEMBER 26, 2017 AT 7:15 P.M. RICHARD E. MASTRANGELO COUNCIL CHAMBER MINUTES

1. ROLL CALL

Council President Sideris called to order a regular meeting of the Town Council at 7:15 p.m. in the Richard E. Mastrangelo Chamber, Administration Building. Those present were Councilors Michael F. Dattoli, Aaron P. Dushku, Susan G. Falkoff, Lisa J. Feltner, Angeline B. Kounelis, Anthony Palomba, Vice President Vincent J. Piccirilli, Jr., Kenneth M. Woodland, and Council President Mark S. Sideris. Also present were Michael J. Driscoll, Town Manager, Mark Reich, Town Attorney, and Marilyn Pronovost, Council Clerk.

2. PLEDGE OF ALLEGIANCE

3. PUBLIC FORUM

Burt Greenberg – Duff Street – Agreed that the Town Charter should be the guiding force when appointing Committee members.

Bruce Coltin – Spoke against the use of artificial turf especially because children are exposed to lead.

Russ Arico – Fayette Street – Spoke against solar panels as they may put firefighters at risk due to increased roof collapses.

4. EXAMINATION OF RECORDS OF PREVIOUS MEETINGS

[Minutes of the September 12, 2017 Town Council Meeting](#)

Councilor Piccirilli moved to adopt the minutes as written; Councilor Woodland seconded the motion. The motion was adopted unanimously on a voice vote.

5. PRESIDENT'S REPORT

President Sideris stated the Town's State Representatives, State Senator, the Board of Library Trustees, and the School Committee were invited to the October 10, 2017 Town Council meeting to hear the Town Manager's presentation of the FY 2019 Preliminary Budget Overview in accordance with §5-1 of the Charter.

He also stated that there will be an informational meeting on Thursday, September 28, 2017 at 8:30 am at the Lowell School and at 6:30 pm at the Middle School regarding school start times, which could change.

6. PRESENTATIONS OF PETITIONS, PROCLAMATIONS, AND SIMILAR PAPERS AND MATTERS

Acceptance of the Proclamation for [Karen V. Norton Day](#) on September 20, 2017

Councilor Piccirilli moved to accept the proclamation; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

7. MOTIONS, ORDINANCES, ORDER, AND RESOLUTIONS

- A. Public Hearing and Vote on a Proposed Order Authorizing the Town Treasurer with the Approval of the Town Manager to Borrow and/or Expend Monies in the Amount of \$975,000, Under and Pursuant to Chapter 44, Section 7(1) of the General Laws, or Pursuant to Any Other Enabling Authority, For the Purpose of [Paying Costs of Street, Sidewalk and Underground Duct and/or Conduit Improvements](#); Including the Payment of Costs Incidental or Related Thereto; and Further Ordered that in Accordance with Chapter 44, Section 20 of the General Laws, Any Premium Received Upon the Sale of Any Bonds or Notes Approved by this Vote, Less Any Such Premium Applied to the Payment of the Costs of Issuance of Such Bonds or Notes, May be Applied to the Payment of Costs Approved by this Vote, Thereby Reducing the Amount Authorized to be Borrowed to Pay Such Costs by a Like Amount.

Mr. Driscoll provided background on the need for the Lower Common Street Project. Superintendent of Public Works Mee provided a description of the changes being made. He stated that there would be a roundabout in the Church, Orchard, and Common Streets intersection. The project would go out for bid in 2.5 months with road construction to start in April, 2018. Water main work would begin within the next few weeks and the project would take two construction seasons to complete.

President Sideris opened the Public Hearing. There being no speakers, the hearing was closed. Councilor Piccirilli moved to approve the loan order for \$975,000; Councilor Dushku seconded the motion.

There was an extended discussion regarding the details of the plan. The motion was adopted unanimously on a roll call vote.

- B. Consideration and Action on a Proposed Intermunicipal Agreement with the Town of Belmont for Coordinated, Year-Round Recreation Programs for Children and Adults with Intellectual Disabilities through the Special Programs Organized for Recreation Time ("S.P.O.R.T.") Program through Collaboration to be Known as Belmont/Watertown S.P.O.R.T.

Mr. Driscoll provided information on the municipal agreement with Belmont to formalize a long-standing informal agreement between the towns and to provide regional service efficiencies for residents of both communities. He requested the favorable consideration of the Town Council.

Councilor Piccirilli moved to authorize the Town Manager to enter into an agreement with the Town of Belmont to provide for coordinated, year-round recreation programs for children and adults with intellectual disabilities through the Special Programs Organized for Recreation Time ("S.P.O.R.T.") Program through a collaboration to be known as Belmont/Watertown S.P.O.R.T.; Councilor Dattoli seconded the motion. The motion was adopted unanimously on a voice vote.

- C. Action on Authorization to Investigate Community Choice Aggregation and Develop an Aggregation Plan

ACTION ITEM: That the Town Council Authorizes the Appropriate Departments to Research, Develop, and Participate in a Contract, or Contracts, to Aggregate the Electricity Load of the Residents and Small Businesses in Watertown and for other Related Services, Independently, or in Joint Action with Other Municipalities, and Authorizes the Town Manager to Execute all Documents Necessary to Accomplish the Same.

Mr. Driscoll provided information on the project and reminded the Council that this is the first step in a process that may take up 18 months to be completed. Councilor Piccirilli moved to adopt the action item; Councilor Dattoli seconded the motion. The motion was adopted unanimously on a voice vote.

8. NEW BUSINESS

Councilor Dushku moved to refer to the Committee on Economic Development and Planning a discussion of Property Assessed Clean Energy

(PACE) Financing and the consideration of adopting such a policy in Watertown; Councilor Palomba seconded the motion. After a discussion as to whether this is an appropriate item for Committee discussion, Councilor Dushku withdrew his motion and Councilor Palomba withdrew his seconding of the motion.

Councilor Palomba moved to ask the Town Council President to invite an official to a Town Council meeting to provide a short presentation on the PACE Program as a first step in adopting the program; Councilor Feltner seconded the motion. The motion was adopted unanimously on a voice vote.

Councilor Dushku moved to refer to the Human Services Committee a request that it provide an interpretation of the tree inventory dataset and to consider target-setting on town and neighborhood scales; Councilor Palomba seconded the motion.

After a discussion as to whether this request is premature and whether it was not fully-developed, the motion failed to carry on a voice vote of 1 – 8. All Councilors voted in the negative except for Councilor Dushku who voted in the affirmative.

Councilor Woodland moved to have the Rules and Ordinances Committee review Town Council Rules and create a process as to how and when an item is referred to a Subcommittee; Councilor Piccirilli seconded the motion. The motion was adopted unanimously on a voice vote.

9. COMMUNICATIONS FROM THE TOWN MANAGER

A. Request for Confirmation of Appointment and Reappointment to the Stormwater Advisory Committee

Mr. Driscoll requested the appointment of Justin Roy and the reappointment of Janet Buck whose terms expire on July 15, 2019 to the Stormwater Advisory Committee. Under Council Rules, the matter is referred to the Committee on Public Works.

B. Request for Confirmation of Appointments and Reappointments to the Environment & Energy Efficiency Committee

Mr. Driscoll requested the appointments and reappointments of nine people to the Environment and Energy Efficiency Committee. The appointments include Edward Lewis, Jeanne Trubek, and Emma Clement, whose terms expire on November 15, 2018; Sean O'Hern and Andrew Airasian, whose terms expire on November 15, 2019; and Matthew Riegert, whose term expires on November 15, 2020. He also requested the reappointments of Meredith Fields, whose term expires on November 15, 2019, and Brian Hebeisen and Lauri Murphy, whose terms expire on

November 15, 2020. Under Town Council Rules, the matter is referred to the Committee on Public Works.

Mr. Driscoll also reported that Laurie Cable has been appointed as the Director of Public Buildings, to oversee both Town and School facilities.

Ms. Cable is a civil engineer and a retired Lieutenant Colonel of the US Air Force with 22 years of management of bases.

10. REQUESTS FOR INFORMATION/REVIEW OF LIST OF PENDING MATTERS

Councilor Kounelis requested a status of the survey of Glen Circle. She also requested information on the conducting of business on Calvin Road and lack of public access as the businesses are using it as a private way.

Councilor Dushku requested the status of the BYOB license cost reduction; information regarding PACE financing; and the status of the letter to be written to athenahealth regarding parking. He also asked that a copy of the letter be shared with the Council.

11. ANNOUNCEMENTS

Councilor Feltner announced that there would be a community meeting regarding Arsenal Park at the Commander's Mansion on October 11, 2017 at 6:30 p.m. She also encouraged people to attend the Farmer's Market as this is the last it will be open.

Councilor Palomba announced that on Wednesday September 27, 2017 at 7:00 p.m., a candlelight vigil would be held at St. Patrick's Church.

Councilor Dushku announced that on Thursday, September 28, 2017 at 6:00 p.m., the Girls and Boys Club would be hosting an event at the Commander's Mansion to begin their Great Futures Campaign to enhance the safety at and operations of the Club.

He also announced that on Friday, October 6, 2017, the annual movie night at Lowell School would be held at 6:00 p.m.

12. PUBLIC FORUM


There were no speakers for the Public Forum.

13. RECESS OR ADJOURNMENT

Councilor Piccirilli moved to adjourn the meeting; Councilor Dattoli seconded the motion. The motion was adopted unanimously on a voice vote. The meeting adjourned at 8:40 p.m.

ADDENDUM

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above minutes were adopted by a vote of 8 for, 0 against, 0 present on October 10, 2017



Mark S. Sideris, Council President
s:/MWP

**TOWN COUNCIL MEETING
TUESDAY, SEPTEMBER 26, 2017 AT 7:15 P.M.
RICHARD E. MASTRANGELO COUNCIL CHAMBER
LIST OF DOCUMENTS**

1. Minutes of the September 12, 2017 Town Council Meeting – Item 4
2. September 20, 2017 Karen V. Norton Day Proclamation – Item 6
3. Additional Information – Proposed Loan Order – Michael Driscoll, Town Manager to Town Council – September 18, 2017 – Item 7A
 - A. Agenda Item – Proposed Loan Order – Michael Driscoll, Town Manager to Town Council – September 7, 2017
 - B. Letter Re: Town of Watertown – Street and Sidewalk Bonds – Kara Adams, Locke Lord to Peter B. Frazier, First Southwest Company – August 8, 2017
 - C. Committee on Public Works Meeting Report – April 20, 2016
 - D. Common Street Project Update – Public Works Sub-committee, Wednesday, April 20, 2016 – World Tech Engineering – April 20, 2016
 - E. Committee on Public Works Meeting Report – January 23, 2017
 - F. Committee on Public Works Meeting Report – July 12, 2017
 - G. Bicycle and Pedestrian Committee Letter – Ethan Davis, Chair, to Michael Driscoll, Town Manager – May 8, 2017
4. Agenda Item – proposed Intermunicipal Agreement with Town of Belmont – Michael J. Driscoll, Town Manager, to Town Council – September 21, 2017 – Item 7B
 - A. Intermunicipal Agreement
 - B. Belmont SPORT – September – October 2017 Social Schedule
 - C. Belmont Watertown SPORT 2017-2018
5. Agenda Item – Action on Authorization to Investigate Community Choice Aggregation and Develop an Aggregation Plan – Michael J. Driscoll, Town Manager, to Town Council – September 21, 2017 – Item 7C
 - A. Agenda Item – Informational Presentation on Community Choice Aggregation (CCA) – Michael J. Driscoll, Town Manager, to Town Council – September 7, 2017
 - B. Miscellaneous Items – Michael J. Driscoll, Town Manager, to Town Council – May 9, 2017
 - C. Miscellaneous Items – Michael J. Driscoll, Town Manager, to Town Council – July 21, 2017
 - D. Community Choice Aggregation Presentation

EXHIBIT B



TOWN OF WATERTOWN

TOWN ELECTRICITY AGGREGATION PROGRAM NOTIFICATION LETTER

[LANGUAGE NAME]: www.watertownchoice.com/XXXXX.pdf
[LANGUAGE NAME]: www.watertownchoice.com/XXXXX.pdf

<MONTH> <DAY>, 2019

Dear Watertown Electricity Service Customer,

I am writing to tell you about the launch of an exciting new Town electricity program: **Watertown Electricity Choice**. This program will increase the amount of renewable energy in your electricity by XX%. The program also includes options that allow you to choose more or less additional renewable electricity.

If you received this letter and you do nothing, you will be AUTOMATICALLY enrolled in the Watertown Electricity Choice program with your <MONTH> 20XX meter read.

Your opt-out request must be postmarked by <MONTH> <DAY>, 20XX to avoid automatic enrollment in the program.

If you do not opt out, you will be enrolled in the Standard offering at a price of XX ¢/kWh, and you will receive XX% additional renewable electricity.

The program is a form of group electricity purchasing known as electricity aggregation. In an aggregation, the Town uses the bulk purchasing power of the community to change the amount of renewable energy in the community's electricity supply and negotiate a price for the community's electricity. Participating in the program will change your electricity supplier and the rate used to calculate the Supply charge portion of your Eversource electricity bill.

Watertown has signed a XX-month contract with <SUPPLIER NAME>. They will supply the town with electricity that includes XX% additional renewable electricity as the Standard offering. You may also choose to receive 100% renewable electricity or to receive just the minimum amount of renewable energy required by Massachusetts law. Please see the back of this letter for options and pricing information.

The program price is fixed until <MONTH> 20XX. This price stability makes the program different from Eversource's Basic Service, which you have now. With Eversource's Basic Service, the price used to calculate the Supply portion of your Eversource bill changes every 6 months (for residential and small business accounts) or 3 months (for large business accounts). Price stability also makes the program different from many commercial offers that you may receive by mail or by phone.

Your Relationship with Eversource

- If you participate, Eversource will remain your electric utility. You will continue to receive your electricity bill from them and call them if the power goes out. But you will see <SUPPLIER> listed on the Supply portion of your Eversource bill, and the program price will be used to calculate the Supply charges on your bill.
- If you do not participate, the Supply charges on your Eversource bill will continue to be calculated using Eversource's Basic Service price.

If you are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits as a participant in the Watertown Electricity Choice program.

Watertown ELECTRICITY CHOICE

An electricity program from the
Town of Watertown providing
residents and businesses with

XX% additional
renewable electricity

as well as price stability and
consumer protections

Customer Support

1-8XX-XXX-XXXX

service@watertownchoice.com

www.watertownchoice.com

Opt Out at Any Time

You don't have to participate. There is no penalty or fee to opt out of the program, and you may opt out at any time.

If you choose not to participate, you will remain on Eversource's Basic Service price.

To opt out before the program begins, do one of the following before <MONTH> <DAY>, 20XX:

- ▶ Sign & return the enclosed reply card (must be postmarked by <MONTH> <DAY>, 20XX), call <SUPPLIER> at 1-8XX-XXX-XXXX, or opt out online at watertownchoice.com.

To opt out in the future, do one of the following at any time:

- ▶ Call <SUPPLIER> at 1-8XX-XXX-XXXX, or opt out online at watertownchoice.com.

Program Options & Pricing

- If you do nothing, you will be enrolled in the Standard Offering, which provides XX% renewable electricity.
- If you wish to choose one of the other options below, call <SUPPLIER NAME> directly at 1-8XX-XXX-XXXX.
- If you opt out, you will remain on Eversource's Basic Service price. You may opt out now, before being enrolled, or you may participate and opt out later. There is no minimum participation period. You may opt out at any time with no fee or penalty.

Compare to what
you have now ▼

	Standard (Default)	100% Green (Option)	Basic (Option)	Eversource's Basic Service
Renewable Energy Content	XX% renewable electricity (XX% in addition to the 13% that meets minimum Massachusetts renewable energy requirements)	100% renewable electricity (87% in addition to the 13% that meets minimum Massachusetts renewable energy requirements)	Meets minimum Massachusetts renewable energy requirements (13% for 2018)	Meets minimum Massachusetts renewable energy requirements (13% for 2018)
Residential	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Small Business	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Large Business	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Price Period	<MONTH> 2018 meter read – <MONTH> 20XX meter read	<MONTH> 2018 meter read – <MONTH> 20XX meter read	<MONTH> 2018 meter read – <MONTH> 20XX meter read	<MONTH> <DAY>, 20XX – <MONTH> <DAY>, 20XX, for residential and small business accounts** <MONTH> <DAY>, 20XX – <MONTH> <DAY>, 20XX, for large business accounts**

* Program prices include a \$0.001/kWh administration fee. Program prices could increase as a result of a change in law that results in a direct, material increase in costs during the term of the electric supply agreement.

** Eversource's fixed Basic Service prices change every 6 months for residential and small business accounts and every 3 months for large business accounts. They will next change on <MONTH> <DAY>, 20XX, for residential and small business accounts and on <MONTH> <DAY>, 20XX, for large business accounts.

Frequently Asked Questions


I have signed my own contract with an electricity supplier. Will I be automatically enrolled? If you have your own contract with an electricity supplier, you should not have received this letter. However, if you did receive this letter and you already have an electricity supply contract that you wish to retain, you **must** opt out of this program. If you do not opt out, your current electricity supply contract may be cancelled, and you may be charged an early termination fee by your existing electricity supplier.

I have solar panels on my property. If I join, will I continue to receive net metering credits? Yes. Net metering will work the same way if you participate in the program. Your net metering credits from your solar panels will continue to appear on your Eversource bill and will continue to be calculated based on Eversource's Basic Service price, not on the program price.

If you have any additional questions, please do not hesitate to contact customer support at service@watertownchoice.com or 1-8XX-XXX-XXXX. Our Town consultants will be happy to help you.

Michael Driscoll
Town Manager

EXHIBIT C




TOWN OF WATERTOWN
C/O [SUPPLIER NAME]
[SUPPLIER ADDRESS]
[CITY], [STATE] [ZIP]

Presorted
Standard
U.S. Postage
PAID
XXXX
XXXXX

**Time-sensitive notice sent on behalf of the Town
regarding your electricity rates.**

EXHIBIT D

OPT-OUT REPLY CARD	
	<h3>Watertown ELECTRICITY CHOICE</h3>
<div>OPT-OUT INSTRUCTIONS<p>You do not need to take any action to participate in Watertown Electricity Choice.</p><p>If you do not wish to participate:</p><ol style="list-style-type: none">1. Sign and date this card2. Place the card in the enclosed envelope and drop the envelope in the mail.</div>	
<p>This card must be signed by the Customer of Record whose name appears in the address on this card. The envelope must be postmarked by <MONTH> <DAY>, 2018, to opt out of the program before being enrolled. You may also opt out anytime after enrollment by phone or online at watertownchoice.com.</p>	
X _____ Signature	_____ Date