
CITY OF PROVIDENCE COMMUNITY AGGREGATION PLAN

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I. OVERVIEW OF THE AGGREGATION PLAN

The following is the City of Providence’s (“Municipality”) Community Aggregation Program (“Program”), developed consistent with Section 1.2 of Chapter 39-3 of the RI General Laws. This plan was created through the following process:

1. Passage of authorizing resolution,
2. Signed agreement with Municipality’s aggregation consultant,
3. Creation of a Draft Plan,
4. Public hearing on Draft Plan,
5. Response to public hearing,
6. Finalization of Plan, and
7. Submission of Final Plan to Public Utilities Commission.

See **Attachment 1** for details on these steps.

The purpose of this aggregation plan is to provide universal access to new electricity supply choices for the Municipality’s residents and businesses with the goals of delivering price stability, cost savings, and an increase in the percentage of renewable energy. This plan details the process to implement the Program and its consequences.

Before implementation, the Plan will be reviewed and approved by the Rhode Island Public Utilities Commission (“Commission”). The Commission will ensure that the Program satisfies all statutory requirements. This Plan was developed to demonstrate that the Program of the Municipality satisfies all requirements necessary for the approval of the Commission.

II. CLASSES OF CONSUMERS THAT MAY PARTICIPATE.

II.A. APPLICABLE CLASSES

The aggregation Program will be available for the residential, commercial and industrial classes of electricity consumers as defined by Municipality’s electric distribution company, National Grid (“Applicable Classes”). The residential class is comprised of the rates A-16 (Basic Residential), A-60 (Low Income); the commercial class is comprised of rates C-06 (Small Commercial), G-02 (General Commercial), S-05 (Street & Area Lighting, Customer Owned Equipment), S-06 (Decorative Street & Area Lighting), S-10 (Private Lighting) and S-14 (General Street & Area Lighting); and the industrial class is comprised of B-32 (Large Demand Back-up Service) and G-32 (Large Demand).

II.B. UNIVERSAL ACCESS & EQUITABLE TREATMENT

It will provide universal access to consumers by guaranteeing that all consumers in the Applicable Classes will be included in the Program under equitable terms.

As required by the statute, there shall be equitable treatment of Applicable Classes within the Program. The Program makes three distinctions among the groupings of consumers.

First, the Program will distinguish among Applicable Classes by soliciting separate pricing for each of those classes of electricity consumers as defined by the Municipality's electric distribution company.

Second, the Program will distinguish among consumers receiving the standard product and consumers that affirmatively choose an optional product. The program will solicit separate pricing for each of the standard and optional products.

Third, the Program will distinguish between consumers that join the program through an opt-out process and consumers that join through an opt-in process.

- Consumers that join through an opt-out process include the initial consumers and new consumers in the Municipality after the program start-date. Initial consumers are those consumers in applicable classes on Standard Offer Service with National Grid that are automatically enrolled in the Program, unless they choose to opt-out. All initial consumers will receive the contracted program pricing for their rate class. Among new consumers, the Program will distinguish between new residential and small commercial consumers, who will receive the contracted program pricing, and all other commercial and industrial consumers, who will receive pricing based on market prices at the time the consumer joins the Program.
- Consumers that join by opting-in include two types of consumers: a) consumers that did not become part of the Program initially because they were being served by a competitive supplier and then joined the Program; and b) consumers joining the Program after having previously opted out. Those consumers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new consumers – residential and small commercial consumers will receive the contracted program pricing and all other commercial and industrial consumers will pay a price based on the then-current market rates. All consumers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Standard Offer Service of National Grid.

All consumers will have the right to opt-out of the Program at any time with no charge.

III. PROGRAM ORGANIZATIONAL STRUCTURE.

The following entities have a specific role in the development, implementation, operation and oversight of the Program:

- City Council: The Plan will be approved and overseen by the City Council, the legislative authority of the citizens of the Municipality. The City Council will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, a designee(s) of the City Council shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the City Council.
- Providence Office of Sustainability: The Office of Sustainability is designated by the City Council to provide direct management and oversight of the Program on behalf of the City. The

Director of the Office of Sustainability, or designee, shall regularly meet with the Aggregation Consultant for the purpose of providing oversight of the Aggregation Program and shall make recommendations to the City Council on program changes. As part of its oversight role, the Office of Sustainability will seek input from and provide updates to the Environmental Sustainability Task Force, and as needed to other City Committees, regarding the Program.

- Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Office of Sustainability. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with National Grid and monitoring the supply contract. The Municipality has selected Good Energy, L.P. to provide these services.
- Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide consumer support including staffing an 800 number for consumer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for the City.
- Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the Office of Sustainability on the executive committee of the Buying Group. The Municipality, through its designee, as specifically authorized by the City Council, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.
- Applicable Consumers: Applicable Consumers shall include consumers of electricity located in Applicable Classes within the geographic boundaries of the municipality who are (1) Standard Offer Service consumers; (2) Standard Offer Service consumers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) consumers receiving Standard Offer Service plus an optional renewable energy product that allows concurrent enrollment in either Standard Offer Service or competitive supply. The following consumers shall be excluded as Applicable Consumers: (1) Standard Offer Service consumers who have asked that National Grid not enroll them in competitive supply; (2) Standard Offer Service consumers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) consumers receiving competitive supply service.

The Program intends to offer the following electricity supply products to consumers:

- Standard Product. Providence intends to offer Local Green as its standard product, which has a goal of maintaining rough cost parity with National Grid's Standard Offer product. Providence Local Green product is expected to include 10% renewable energy above the Renewable Energy Standard ("RES") as required by the State of Rhode Island, with the exact amount to be determined based on the ability to remain cost-competitive with National Grid's Standard Offer product. This product is intended to include as many renewable energy credits ("RECs")

produced by new renewable energy sources in Rhode Island as possible. The exact percentage of renewable energy to be included in Providence Local Green will be determined after the receipt of bids from competitive suppliers with a goal of maintaining rough cost parity with National Grid's Standard Offer product. Including RECs from new, renewable energy sources enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

- Basic. Some customers may feel that the amount of new, renewable energy required by the RES in Rhode Island includes sufficient amounts of RECs to fulfill their renewable energy objectives. This product offers the same amount of renewable energy offered by National Grid's Standard Offer product.
- Local Green 50%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, but may not want to purchase RECs for 100% of their usage. The exact amount of renewable energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount other than 50% of a customer's metered consumption, the Program will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions without committing to REC purchases for 100% of their usage.
- Local Green 100%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, this product offers up to a 100% renewable energy option. The exact amount of renewable energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount of less than 100% of a customer's metered consumption, the Program will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

IV. PROGRAM OPERATIONS.

Following approval of the Plan by the Commission, the key operational steps will be (a) issue a Request for Proposals (RFP) for power supply and select a competitive supplier, (b) implement a public information program, including a 30-day opt-out period, and (c) enroll consumers and provide service, including quarterly notifications. The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and National Grid.

IV.A. ISSUE AN RFP FOR POWER SUPPLY AND SELECT A COMPETITIVE SUPPLIER.

Power Supply

After the Commission approves the Plan, the next step is to procure a contract for power supply.

The Program will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Municipality may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

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

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price.
- Allow consumers to exit the program at any time with no charge.
- Agree to specified consumer service standards.
- Comply with all requirements of the Commission and National Grid.

The Program will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Program will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the City Council shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the City Council deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Program conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Program to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Program will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Program will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by the City Council and the RFP.

Renewable Energy

In addition to soliciting bids for power supply that meet the required Rhode Island RES obligation, the Program intends to solicit bids for a supply of additional new renewable energy resources, as defined in Section 5 of Chapter 39-26 of RI General Laws for its products as described above. The City Council, or its designee, will determine the appropriate percentage of additional renewable energy to be included with the standard product and the optional products based upon their assessment of market conditions and what would be in the best interest of consumers at the time of the power supply solicitation.

The Program will require bidders to identify the technology, vintage, and location of the renewable generators that will be meeting the renewable energy requirements for each of its products. It will also require that the renewable energy sources be created and recorded in the New England Power Pool Generation Information System (NE-GIS). The Program may provide consumers with renewable

generation source information through a variety of vehicles including the program web site, content disclosure labels and the consumer notification letter.

IV.B. IMPLEMENT PUBLIC EDUCATION CAMPAIGN.

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

The delivery of a comprehensive and professional public education and outreach plan and associated materials are crucial to ensuring understanding and acceptance of, and participation in, the aggregation. The Program has already begun to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Program anticipates a high level of awareness about the aggregation by the time the supply contract is signed.

The public education component for program launch consists of two components: 1) Initial outreach and education and 2) Consumer notification letter. The information will be made available in multiple languages where appropriate.

1. Initial Outreach and Education: This will be conducted prior to arrival of the consumer notification letter and will continue throughout the opt-out period. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components and the opt-out notification. This effort will include a wide range of in-person events, traditional and social media, Web and printed materials. The attached Education and Outreach Plan (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts and timeline.

2. Consumer Notification Letter: In addition to the broad-based education initiatives, a consumer notification letter will be mailed to every Applicable Consumer on Standard Offer Service with National Grid. The notice will be a direct communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program, and the content will be provided in English and Spanish. The notice will: (1) introduce and describe the program; (2) inform consumers 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 before program launch and how to opt-out after program launch; and (4) prominently state all program charges and compare the price and primary terms of Program's competitive supply to the price and terms of the current Standard Offer Service offering provided by National Grid. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Standard Offer Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the consumer notification letter. See **Attachment 3** for sample Consumer Notification Letter, Reply Card and Envelope.

The consumer notification letter will include an opt-out reply card and envelope. Consumers will have 33 days from the date of the mailing to return the reply card if they wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program. This timeline is designed to provide Applicable Consumers with a full 30 days to consider whether to opt-out of the program before launch. The notice will be designed by the aggregation consultant

and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect consumer privacy.

The attached Education and Outreach Plan Detail (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts, timeline and provides sample consumer notification letter, reply card and envelope.

IV.C. ENROLL CONSUMERS AND PROVIDE SERVICE

After the completion of the opt-out period, the competitive supplier will enroll into the Program all Applicable Consumers on Standard Offer Service with National Grid who did not opt-out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of Commission regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Electronic Business Transactions Working Group.

Once consumers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing consumer service, maintain the Program web site, and process new consumer enrollments, ongoing opt-outs, opt-back-ins, and consumer selections of optional products. Prior to the expiration of the initial ESA, the Program intends to solicit a new power supply agreement so that a new supply agreement can take effect upon the expiration of the initial ESA.

Also, as part of ongoing operations, the Program intends to coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. The Program will cooperate with National Grid responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program consumers would be encouraged to participate in energy efficiency programs and those consumers who participate in energy efficiency programs would be encouraged to consider a green product offered by the aggregation program.

Finally, the Public Education & Outreach Plan Detail (**Attachment 2**) has detail on the ongoing education and outreach efforts during program operation.

V. PROGRAM FUNDING.

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Commission's approval process, managing the supply procurement, developing and implementing the public education plan, providing consumer support, interacting with

National Grid, monitoring the supply contract, and providing ongoing reports. Per the City's competitive bid process, this charge has been set at \$0.001 per kilowatt-hour.

VI. RATE SETTING AND COST ALLOCATION AMONG PARTICIPANTS.

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among consumer classes. The classes used for pricing purposes will be the same as those used by National Grid in its Standard Offer Service. The frequency of price changes will be determined through the competitive bid process. The Program expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and consumers will be notified of price changes through media releases and postings on the aggregation web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA, the Program 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 Program will notify consumers of the change in price by issuing a media release and posting a notice in municipal offices and on the program website.

The Program affects only the electricity supply charges of the consumers. Delivery charges will be unchanged and will continue to be charged by National Grid in accordance with tariffs approved by the Commission.

Participants in the aggregation will receive one bill from National Grid that includes both the power supply charge of the Competitive Supplier and the delivery charge of National Grid. Any applicable taxes will be billed as part of the Program's power supply charge.

VII. ENTERING AND TERMINATING AGREEMENTS.

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

The Program plans to use the same process described in Section IV(a) of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Consumers will be notified of subsequent ESAs. The transfer of consumers from the existing supplier to the new supplier will be coordinated with National Grid using established EDI protocols.

VIII. 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 this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting National Grid and asking to be returned to Standard Offer Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of laws and regulations of Rhode Island, including the right to question billing and service quality practices. Consumers will be able to ask questions of and register complaints with the Municipality, the Aggregation Consultant, the Competitive Supplier, National Grid, the Division of Public Utilities or the Commission. As appropriate, the Municipality and the Aggregation Consultant will direct consumer complaints to the Competitive Supplier, National Grid, the Division of Public Utilities or the Commission.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

IX. EXTENSION OR TERMINATION OF PROGRAM

Prior to the end of the term of the initial ESA, the Program intends to solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Program is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the City Council or designee of the City Council to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, consumers would return to the Standard Offer Service of National Grid, unless they choose an alternative competitive supplier. The Program will notify consumers of a planned termination of the program.

The Program will notify National Grid of the planned termination or extension of the Program. In particular, the Program will provide National Grid notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Program will also provide notice to the Public Utilities Commission 90 days prior to a planned termination, which notice shall include copies of all media releases, City Hall and website postings and other communications the Program intends to provide consumers regarding the termination of the Program and the return of participants to Standard Offer Service.

In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the consumers to Standard Offer Service of National Grid in accordance with the then applicable EDI rules and procedures.

ATTACHMENT 1: HISTORICAL OVERVIEW - PLAN DEVELOPMENT

1. Passage of authorizing resolution

On September 5, 2019 City Council passed the following resolution to authorize the initiation of an aggregation program:



RESOLUTION OF THE CITY COUNCIL

No. 395

Approved September 9, 2019

WHEREAS, The City of Providence adopted a Sustainable Providence Plan in 2014; and

WHEREAS, The City of Providence is currently developing a Climate Justice Plan and Mayor Jorge Elorza, along with the City Council, has committed Providence to becoming a carbon-neutral city by 2050; and

WHEREAS, The State of Rhode Island has authorized municipalities, pursuant to Chapter 3, Section 1.2 of Title 39 of the General Laws of Rhode Island (the "Act"), to aggregate the retail electric load in their communities through the development and operation of Community Choice Aggregation (CCA) programs; and

WHEREAS, CCA programs provide the opportunity to bring the benefits of competitive choice of electric supplier, longer-term price stability and more renewable energy options to the residents and businesses of the City of Providence and other municipalities in Rhode Island.

NOW, THEREFORE, BE IT RESOLVED, That the City Council authorizes the Director of the Office of Sustainability to research, develop and implement a plan to aggregate the retail electric loads within the City through a CCA program in accordance with the Act.

BE IT FURTHER RESOLVED, That the City Council authorizes the Mayor to enter into contracts, consistent with state and local laws related to purchasing, implement such aggregation plan and CCA program independently, or in joint action with other municipalities in the state, and to execute all documents necessary to accomplish the same.

BE IT FURTHER RESOLVED, The City Council authorizes the Mayor and the Office of Sustainability to develop and implement an aggregation plan under which all eligible customers will be automatically enrolled in the program unless such customers opt-out of the program consistent with the requirements of the Act.

BE IT FURTHER RESOLVED, That the City Council authorizes the Mayor to engage a consultant with experience in developing and administering CCA programs to assist the City in the creation and operation of an aggregation plan and CCA program provided that the City shall not be required to draw upon the General Fund to compensate such consultant.

BE IT FURTHER RESOLVED, That the Mayor and appropriate City departments shall provide regular updates to the full City Council regarding the development and implementation of the aggregation plan and CCA program.

IN CITY COUNCIL

SEP 05 2019

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor
Date: 9/9/19

2. Signed agreement with Municipality’s aggregation consultant

On March 2, 2020 Municipality selected aggregation consultant Good Energy, based on a competitive Request for Proposals process led by the City of Providence’s Office of Sustainability. The services agreement is included as **Attachment 4**.

3. Creation of a Draft Plan

In creating the draft plan, the Municipality sought to build on its engaging and inclusive approach to the Climate Justice Plan by centering efforts on those most often negatively affected by our current electricity system. To this end, the Municipality organized a group of 12 Community Advisors who came from diverse backgrounds representing a range of neighborhoods and demographic groups in Providence, with a focus on frontline communities, defined as communities of color most impacted by the crises of ecology, economy and democracy in Providence’s Climate Justice Plan. The Advisors provided valuable input, feedback and connection to their communities for the Municipality and Aggregation Consultant, as described below.

The Municipality developed a series of four educational videos and an accompanying survey. The videos were recorded in English and Spanish and were designed to provide community members with a highly accessible introduction into the Program, its goals and potential impact on residents and businesses in Providence. The videos and survey were released on May 22, through a virtual event as part of the SustainPVD Fair . The Community Advisors provided input to help shape the videos and survey. Three Advisors performed the voice-overs for the videos, and each Advisor disseminated the survey to their networks. On June 9, the Community Advisors met with the Municipality and Aggregation Consultant to discuss how the results would be reflected into the draft plan. With 75 survey responses, the Community Advisors recommended leaving the survey open for an additional two weeks to June 25, 2020.

Through June 25, a total of 168 responses were received, with 22 of the 25 neighborhoods of the City represented. The primary method of analyzing the data split respondents into two groups, based on whether their household income was over or under \$100,000. The majority (72%) of the 168 respondents had household income under \$100,000.

Key highlights from the survey include:

- 92% of respondents still receive supply from National Grid Standard Offer Service. Of these, over half reported that they did not know they could choose another supplier. Those that knew they could choose primarily reported that they had either heard it was too risky to switch to another supplier or had tried to switch but could not find a better deal.
- 97% of respondents were interested in including more renewable energy in their electricity; however, the amount of renewables differed based on income:
 - Of those under \$100k, the majority (52%) preferred to get more renewables if they could pay about the same they pay today

- Of those over \$100k, the majority (65%) preferred paying more to get all (100%) renewables
- Of the three potential benefits from CCA of a) lower prices, b) price stability and c) more renewable energy:
 - Lower price was the #1 priority for those under \$100k; whereas it was #2 priority for those over \$100k
 - More renewable energy was the #2 priority for those under \$100k; it is the #1 priority for those over \$100k
 - Price stability was the #3 priority for both groups.

The vast majority of participants in CCA programs typically remain in the standard product rather than choosing any of the program optional products. Given the strong support for both renewable energy and cost savings demonstrated by both income groups in the survey responses, it suggests that the City would be well-served by a standard product designed with the goals of 1) achieving cost parity or savings compared to National Grid Standard Offer Service and 2) including some extra renewable energy. Additionally, the survey highlighted that, for those that can afford it, the program should offer options with substantially more renewable energy for a price premium. Although less than 5% of survey responses were not interested in extra renewable energy, it could be beneficial to have an optional product that would meet their needs too.

Based on this input, Municipal staff then completed a draft with a standard product as described above and three optional products: two options with substantial additional renewable energy and one option with no additional renewable energy. The survey also included feedback on outreach mechanisms, which influenced the Education and Outreach section of the draft plan. The draft plan was made available for public review on July 8, 2020.

The Community Advisors assisted in spreading awareness about the public hearing.

4. Public hearing on Draft Plan

Municipality will hold a public hearing on July 15, 2020 to review and take comments on the draft plan. Municipality made the draft plan available for public review from July 8, 2020 to July 16, 2020. During this time the draft plan was posted at SustainPVD.com (same website as <https://www.providenceri.gov/sustainability/>).

Prior to the hearing, Municipality published a notice of the hearing in the Providence Journal on July 9, 2020 and again on July 15, 2020.

5. Response to public hearing

Municipality reviewed comments made at the public hearing, which are logged in the records for the meeting. Based on the comments, Municipality [either: made the following substantive changes to the draft plan or elected not to make any substantive changes].

6. Finalization of Plan

The finalized Plan will be presented to the City Council for approval on July 16, 2020.

7. Submission of Final Plan to Public Utilities Commission

The Municipality will submit the plan to the Public Utilities Commission for regulatory approval within one month of Council approval.

ATTACHMENT 2: EDUCATION & OUTREACH PLAN DETAIL

2-I. PROGRAM OPERATIONS: IMPLEMENT PUBLIC EDUCATION CAMPAIGN

2-I.A. INITIAL OUTREACH AND EDUCATION MECHANISMS

The initial outreach and education will provide a description of the Program for Applicable Consumers and will be conducted via traditional print and TV channels, social media, a dedicated website, public presentations and personal communications to inform Applicable Consumers about the Program, and will include a toll-free number. This effort will provide specific information about the Program and increase public awareness of the goals of the Program and the opt-out notification process.

If any Program materials were to reference cost savings for any part of the program this would also include a notice that the Program cannot guarantee that it will provide consumers with prices lower than the distribution utility's Standard Offer Service rate over the full term of any supply contract entered into by the Municipality.

The Program's outreach will connect with both English and Spanish-speaking populations. Spanish-language versions will be produced and/or translations offered for education and outreach materials as appropriate.

Media Outreach: Prior to the launch of the Program, media outreach will be initiated through local cable television shows, newspapers and social media to provide greater public education and to describe the Program, the opt-out process, the website 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 news release will be distributed to help achieve the aforementioned goals. Follow-up news releases will update the media on the status of the progress of the Program.

Notices and Public Postings: Brochures/flyers distributed in City Offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Brochures/flyers will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to inform consumers and build awareness and understanding.

Consumer Service Center: The Program will maintain a toll-free telephone number to address Applicable Consumers' questions regarding the Program, deregulation, the opt-out process, price information and other issues Applicable Consumers may raise.

Program Website: All information regarding the Program will be posted on the Program's website, which is integrated with the City's website. The Program website will have links to the websites of National Grid, the Public Utilities Commission and the Competitive Supplier.

Public Presentations: The Program will provide presentations to municipal officials and to interested community groups. Several public presentations are expected as detailed in the timeline and preliminary

marketing plan below.

2-I.B. CONSUMER NOTIFICATION LETTER

The consumer notification letter will be sent via standard mail to the billing address of each Applicable Consumer on Standard Offer 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 as detailed in Section IV.B of the aggregation plan.

A sample consumer notification letter, reply card and envelope are included in **Attachment 3**.

2-I.C. TIMELINE AND PRELIMINARY MARKETING PLAN

The preliminary marketing plan identifies the steps the Program may take to inform the community about the Program using the initial education and outreach mechanisms and consumer notification letter. The schedule is designed to work towards the date when the consumer notification letters (CNL) will arrive in consumer mailboxes:

From estimated date Consumer Notification Letter arrives in consumer mailboxes		
Action	Days before	Days after
Website launch	60	Ongoing
Work with local media resources	60	30
Active social media outreach	30	30
In person presentations	30	30
Distribute marketing materials	30	30
Consumer help line	30	Ongoing
Mail post-card to all Applicable Consumers	15	
Consumer notification letter arrives to all Applicable Consumers	0	

The Aggregation Consultant will lead all aspects of the outreach and education outlined below, unless instructed otherwise by the City. The Aggregation Consultant will coordinate with the City for direction on and approval of all materials and messaging.

Translation: The Program's outreach will connect with both English and Spanish-speaking populations. Spanish-language versions will be produced and/or translations offered for education and outreach materials as appropriate.

Consumer Website Launch

- **CNL -60.** Once launched, website is maintained for the entire duration of program.

- **Website:** The Program will develop and manage an informational website with features that include program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants.

Work with All Local Media Resources:

- **CNL -60 through CNL +30**
- **Providence Journal:** As the City's dominant news outlet, the *Providence Journal* will be especially important in the dissemination of accurate and timely information about the aggregation program. As part of this targeted outreach, the Program will seek a meeting with the appropriate reporters, such as Environmental Reporter Alex Kuffner, to discuss featuring a story on the program and to set a good foundation for continued dialogue over the course of the Program.
- **Press Releases:** Develop press releases to send to:
 - Other outlets including Latino Public Radio's website (<https://lprnoticias.com/>), Acontecer Latino (<https://acontecerlatino.com/>) and *Boston Globe's* Rhode Island section
 - TV stations such as WSBE-TV (Rhode Island PBS), WPRI Channel 12 (CBS), WJAR 10 (NBC), WLNE 6 (ABC), WRIS-CW (Telemundo), and WNAC (FOX) ;
 - Radio stations: 89.3 FM (RI Public Radio), live stream Latino Public Radio (<https://lprnoticias.com/>), and 630AM & 92.3FM WPRO.

The Program will prepare City staff or volunteers for interviews that may result from press releases.

Set Up Consumer Help Line

- **CNL -30.** Once set up, the consumer helpline will remain in effect for the entire program.
- **Aggregation Consultant & Supplier Help Lines:** Set up consumer help lines with the competitive supplier and Aggregation Consultant to answer consumer inquiries.

Social Media outreach, In-person Presentations and Flyers and Other Collateral

- **CNL -30 through CNL +30:**
- **Social Media:** Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program's dedicated website. In concert with the Municipality's communication leads, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. The Program will draft content and graphics to accompany the posts, to be posted by City staff on official accounts.

City social media accounts to use are:

- Official City accounts
 - Mayor's Facebook: <https://www.facebook.com/MayorJorgeElorza/>
 - Mayor's Twitter: @Jorge_Elorza

- Mayor’s Instagram: @mayorofpvd
- Office of Sustainability’s Facebook: <https://www.facebook.com/sustainPVD>
- Office of Sustainability’s Twitter: @Sustain_PVD
- o City website: <https://www.providenceri.gov/>
- o Mayor’s email newsletter
- o SustainPVD email newsletter
- o Municipality will connect with “Local Groups” listed in “In-Person Presentations” to ask if they can use their social media platforms to promote awareness of the program, too.

The Program will monitor various channels, including Facebook and Twitter, for relevant conversations and questions about the program. The Program will also draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community.

The Program will identify key social media influencers in the City, including lawmakers, advocates and reporters, and develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the aggregation program

- **In-person presentations**

- o **Local Groups:** Connect with local groups and associations to see if City representatives can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with consumers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

Examples of Providence-specific associations include:

- Providence Racial Environmental Justice Committee (and Green Justice Zones in Olneyville and south side of Providence near Port)
- Providence Environmental Sustainability Task Force
- Neighborhood Associations:
 - College Hill, Downtown,
 - Elmwood, Fox Point
 - Jewelry District
 - Mt. Hope Neighborhood Association
 - Olneyville, Reservoir Triangle
 - South Providence Neighborhood Association
 - Summit West Broadway Neighborhood Association
 - Washington Park Neighborhood Association
 - Wayland Square and WIC Program, etc.
 - Westbroadway Neighborhood Association
- AS220
- No LNG campaign
- Greater Providence Chamber of Commerce
- Hispanic Chamber of Commerce RI
- Hope Street Merchant Association

- Providence Public Schools Parent Advisory Council (PAC)

Examples of Rhode Island groups that have Providence members or affiliations include:

- Environment Council of Rhode Island members
- Climate Action Rhode Island (CARI)
- Latino Policy Institute at Roger Williams University
- Direct Action for Rights and Equality
- George Wiley Center
- RI Center for Justice
- RI Association of Community Action Agencies
- Health Equity Zone (HEZ)
- Millennial RI
- HousingWorks RI at Roger Williams University
- Homes RI
- United Way of Rhode Island

- o **City Council Meetings:** Present or provide materials for the Council meetings and any constituent meetings Council members may host.
- **Distribute flyers and collateral:** Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Example groups include: Elected officials and all “Local Groups” listed above.

Distribute to key locations such as Public Libraries and City Offices.

Mail Post-Card to All Applicable Consumers

- **CNL -15**
- **Post card:** The Program will mail a postcard to all Applicable Consumers prior to the Consumer Notification Letter. The postcard establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed Consumer Notification Letter.

Consumer Notification Letter Arrives in Mailboxes

- **CNL 0**
- **30-day opt-out period begins**

2-II. PROGRAM OPERATIONS: ONGOING OUTREACH AND EDUCATION

The Program intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Municipality. The types of information the

Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

ATTACHMENT 3: CONSUMER NOTIFICATION LETTER, REPLY CARD & ENVELOPE



City of Providence Community Choice Aggregation Program



[Date]

Dear Providence Electricity Customer,

The City of Providence is launching Providence Community Choice Aggregation (Providence CCA) which will provide new City-vetted options for electricity supply. National Grid will continue to deliver your electricity, however the electricity supplier will be chosen by Providence through a competitive bidding process that leverages the bulk buying power of our community.

You are receiving this letter because you currently receive Standard Offer Service electricity supply from National Grid. **You will be automatically enrolled in Providence CCA “Local Green”** as of the [Month & Year] electricity meter read, unless you choose one of our optional products or choose to opt out. **If you choose to opt out you must mail and postmark the enclosed opt out card on or before [month/day/year] to avoid automatic enrollment in Providence CCA.** Please read on to learn more about Providence CCA!

— Mayor Jorge O. Elorza, City of Providence

PROVIDENCE CCA GOALS



Price Stability

Providence CCA has a fixed price for XX months: from MM-YYYY through MM-YYYY. In contrast, National Grid Standard Offer Service prices change every 6 months for residential and commercial customers and every 3 months for industrial customers, and thus may be above or below the Providence CCA rate in any subsequent period.



Local Renewable Energy

Providence CCA’s standard product includes XX% more local renewable energy, known as Rhode Island New (RI New), than required by the State. This means you have cleaner electricity and you are helping to support the growth of renewable energy in our region. We have optional products that have even more renewable energy, too.



No Obligation

Providence CCA allows participants to leave the program at any time without penalty.



Electricity Choice

Providence CCA offers four different electricity supply choices. These products are provided by the electricity supplier, **SupplierName**, selected by Providence through a competitive bidding process.

Esta notificación contiene importante información sobre su electricidad en la Ciudad de Providence. Esta notificación está disponible en Español en YourTownCCA.com. Si tiene cualquier pregunta por favor llame al XXX-XXX-XXXX.

To opt out before Providence CCA begins, do one of the following before [month/day/year]:

Mail and postmark the enclosed, postage-paid opt out card included with this letter

Call [SupplierName] at xxx-xxx-xxxx,

OR

Submit the Opt Out form online at xxxxxx.com

PROVIDENCE CCA OPTIONS

Standard Product:



Local Green: This is the standard product that you will be **automatically enrolled in** if you do nothing. It includes XX% (#inwords) more local renewable energy (RI New) than required by State law. **This product helps you be a climate leader, while still focusing on competitive prices.** As future Standard Offer Service rates are unknown, savings cannot be guaranteed.

Optional Products: Providence CCA also offers three optional electricity products, each with differing amounts of renewable energy relative to State requirements. To enroll in any of these optional products, you must contact the supplier, **SupplierName**, at XXX-XXX-XXX or XXXXXXXX.com



Local Green 100%: This is an **optional product**. It includes one hundred (100) percent more local renewable energy (RI New) than required by State law.



Local Green 50%: This is an **optional product**. It includes fifty (50) percent more local renewable energy (RI New) than required by State law.



Basic: This is an **optional product**. It includes **no more** of local renewable energy (RI New) than required by State law.

PROVIDENCE CCA PRICING

	Electricity Supply Product	Renewable Energy Above State Requirements	Residential	Commercial	Industrial	Price Period
Providence CCA:	Local Green (standard)	X% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month/Year – Month/Year Rates apply to service beginning and ending on the days of the month that your meter is read
	Local Green 100% (optional)	100% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
	Local Green 50% (optional)	50% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
	Basic (optional)	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
What You Have Now:	National Grid Standard Offer Service	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month 1, Year - Month 31, Year Residential and Commercial* Month 1, Year - Month 31, Year Industrial*
<p>*No guarantee of savings. National Grid Standard Offer Service rates for electric supply change every six months for Residential and Commercial customers and every three months for Industrial customers. National Grid Standard Offer Service rates may be above or below the Providence CCA rates for customers during any subsequent period. Program prices could also 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 contract.</p> <p>Rates indicated above are for Supply Services only. Administrative adder for all Providence CCA products are included in above rates. This fee is \$0.001/kWh for the aggregation consultant. The Providence CCA rates also include taxes which are billed as part of the power supply charge.</p>						

PROVIDENCE CCA PARTICIPATION

To enroll in Providence Local Green, you do not need to take any action! To enroll in an optional Providence CCA product, contact the supplier [SUPPLIER NAME] or use the online form at YourTownCEA.com. If you don't want to participate, mail and postmark the enclosed opt out card on or before [month/date/year] to avoid automatic enrollment in Providence CCA.

Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from National Grid. **Solar Electricity Consumers** will not be impacted and will continue to receive all net metering credits and Renewable Energy Growth program payments while participating in the Program.

You can leave the Program anytime after you've enrolled, with no early termination fees! There is no penalty charge for leaving Standard Offer Service, however, Industrial customers leaving fixed price Standard Offer Service may receive a billing adjustment that may be a credit or a charge. If you leave the program, your account(s) will be returned to National Grid's Standard Offer Service on the next meter read.

How to access information about Standard Offer Service: call (401) 780-9700 or visit <http://www.ripuc.ri.gov/utilityinfo/electric/narrelecschedule3a.html>.

If you are receiving electricity supply from a competitive supplier and believe you have received this opt out letter in error, you must sign and return the enclosed opt out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.

Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to XXXXXXXXXX via email at xxxxxx@xxxx.xxx, fax xxx-xxx-xxxx, or mail at XXXXX in order to maintain their tax exempt status.

CUSTOMER SUPPORT & MORE INFORMATION

For more information:

Visit **YourTownCCA.com** or call XXX-XXX-XXXXX

To select an optional Providence CCA product or to opt out of the program, please, contact [SUPPLIER NAME] at: xxx-xxx-xxxx between 9AM – 5PM, email at xxxxxx@xxxx.xxx, fax at xxx-xxx-xxxx or mail at 123 Main St Wonderland, AB, 12345.



City of Providence

c/o [Supplier Name]
[Supplier Address][city]
[state], [XXXXXX]

Presorted
Standard
**U.S. Postage
Paid**
XXXXX
XXX

Current Resident Name

1234 Main St
Providence, RI, 12345

Phone: Supplier Phone Number
Fax: Supplier Fax number
[supplier@email.com]

CUSTOMER OPT OUT NOTIFICATION Do not discard! This is not a solicitation! Time-sensitive notice regarding electric supply rates on behalf of the City of Providence.

Opt Out Reply Card



City of Providence
Community Choice Aggregation
Program

Current Resident Name
1234 Main St
Providence, RI, 12345



Signature

Date

If you wish to participate in the Community Choice Aggregation (CCA) 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 this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address on this card.

The envelope must be mailed and postmarked on or before [month/date/year] to opt out of the program before automatic enrollment.

ATTACHMENT 4: GOOD ENERGY SERVICES AGREEMENT