

**D.P.U. 19 - 84**

**PETITION  
AND SUPPORTING DOCUMENTS  
FOR THE  
TOWN OF MILTON  
MUNICIPAL AGGREGATION PLAN**

**June 16 , 2019**

**Revised: February 26, 2021**

## **AGGREGATION DOCUMENTS**

### **1. Petition**

#### **Attachments**

#### **1. Historical Overview**

##### **Exhibits**

- A. Certified Vote to Pursue Municipal Aggregation.**
- B. Energy-Related Services Agreement**
- C. Certified Vote to Approve the Aggregation Plan**
- D. Department of Energy Resources Consultation Letter**
- E. Documentation of Opportunity for Public Review and Comment**

#### **2. Aggregation Plan**

##### **Exhibits**

- A. Customer Enrollment, Opt-Out and Opt-In Procedures**
- B. Exemplar Opt-Out Notice**

#### **3. Public Outreach and Education Plan**

##### **Exhibits**

- Exhibit 1 – Website Screen Shot**
- Exhibit 2 - Press Release**
- Exhibit 3 - Q&A Script**
- Exhibit 4 - Social Media Outreach**
- Exhibit 5 - Power Point Presentation**
- Exhibit 6 - Brochure**
- Exhibit 7 - Postcard**

#### **4. Electric Services Agreement**

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

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Town of Milton Municipal Aggregation Plan

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D.P.U. 19-84

**PETITION FOR APPROVAL OF MUNICIPAL AGGREGATION PLAN**

The Town of Milton (“Municipality”) respectfully petitions the Department of Public Utilities (“Department”), pursuant to G.L. Chapter 164, Section 134(a), for approval of its Municipal Aggregation Plan. In support of this Petition, the Municipality states the following:

1. The goals of the community electricity municipal aggregation program (the “Program”) are to bring the benefits of competitive choice of electric supplier, longer-term price stability than provided by the local utility, lower cost power and more renewable energy options to the residents and businesses of the Municipality. Under the program the Municipality will have the opportunity to provide a portion of renewable or green power through renewable energy certificates (“RECs”). The program will employ a procurement process designed to maximize savings and will provide a full set of consumer protections, including the right for any customer to opt out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through approval of a vote by residents at Town Meeting. The vote and the actions of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. (Attachment 1)

3. The Municipality seeks the Department’s approval of its Municipal Aggregation Plan (“Plan”) (Attachment 2) that describes the key features, structure and operation of the aggregation program and explains how the Plan meets the statutory requirements.

4. A Public Outreach and Education Plan has been formulated to ensure that residents and businesses are fully informed about the important aspects of the Plan to enable them to make intelligent decisions concerning participation in the Program. (Attachment 3)

5. The Plan and the associated form of Electric Services Agreement (“ESA”) (Attachment 4) ensure that the program complies with all requirements of G.L. Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Municipality consulted with the Department of Energy Resources (“DOER”) in the development of the Plan and sought input from the Local Distribution Company (“LDC”).

7. The Municipality is a member of the Metropolitan Area Planning Council (“MAPC”). Although Municipalities are not required to follow the competitive bidding process of G.L. Chapter 30B when entering into a contract for energy-related services, the MAPC issued a Request for Proposals for Community Choice Aggregation Consulting Services on behalf of the Municipality. The MAPC and the Municipality selected Good Energy L.P. as its green municipal aggregation consultant through an open and competitive process. The Municipality has entered into a Services Agreement with Good Energy L.P., which is acting as the Municipality’s agent in this proceeding.

8. The Municipality respectfully requests that the Department conduct an expeditious review of this petition to allow the Municipality to proceed with implementation to maximize benefits for eligible consumers. Municipal aggregators are required to conduct their business openly and with full public participation. The Municipality requests a streamlined process, including a public hearing, discovery, and an opportunity for interested persons to submit written comments.

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information



disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that for municipal aggregators, the distribution would normally be made by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. The Department, however, may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive, raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, including press releases, public service announcements on local access cable television, postings at Municipality buildings and postings on the program website, that will provide the required information to customers as effectively as quarterly mailings. The Department has granted similar waivers to other municipal aggregators using equivalent disclosure strategies. Cape Light Compact, D.T.E. 00-47, at 28; City of Marlborough, D.T.E. 06-102, at 24; Town of Lanesborough, D.P.U. 11-27, at 23; Town of Ashland, D.P.U. 11-28, at 22; Town of Lunenburg, D.P.U. 11-32, at 22; Town of Lancaster, D.P.U. 12-39, at 23; City of Lowell, D.P.U. 12-124, at 51; Town of Ashby, D.P.U. 12-94, at 37; Town of Natick, D.P.U. 13-131, at 29; Town of Greenfield, D.P.U. 13-183, at 27.

WHEREFORE, the Petitioner hereby respectfully requests that the Department:

1. Adopt a streamlined review and approval process;
2. Approve the Aggregation Plan of the Municipality;
3. Approve the request of the Municipality for a waiver of the requirement of 220 C.M.R Section 11.06(4)(c) to mail the quarterly disclosure label; and
4. Provide such other and further relief as may be necessary or appropriate.

Respectfully submitted,

TOWN OF MILTON

By Attorney for Good Energy, L.P.



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Dated: July 16, 2019

# **ATTACHMENT 1**

## **COMMUNITY ELECTRICITY AGGREGATION**

### **HISTORICAL OVERVIEW**

Prepared by

**GOOD ENERGY, L.P.**

In the Acts of 1997, Chapter 164, the Massachusetts Legislature passed House No. 5117, *An Act Relative to Restructuring the Electric Utility Industry in the Commonwealth, Regulating the Provision of Electricity and Other Services, and Promoting Enhanced Consumer Protections Therein* known as the Restructuring Act.

Under Section 1 of the Acts of 1997, Chapter 164, the Massachusetts Legislature decided that Massachusetts ratepayers would be best served by moving from the regulatory framework in which retail electricity service is provided principally by public utility corporations obligated to provide ultimate consumers in exclusive service territories with reliable electric service at regulated rates, to a framework in which competitive producers would supply electric power and customers would gain the right to choose their electric power supplier.

Also authorized by G.L. Chapter 164, Section 134(a) is the concept of municipal aggregation in which municipalities would have the right, acting alone or with other municipalities, to aggregate the electric loads of their residents and businesses to gain greater buying power in the newly restructured competitive electric supply market. A municipality or group of municipalities may initiate the process to aggregate electrical load of their residents and businesses upon authorization by a majority vote of a town or city council or at a town meeting.

On December 27, 2017, the Board of Selectmen voted to submit a municipal energy aggregation article to the May 2018 Annual Town Meeting.

On May 7, 2018, the residents of the Town of Milton at the Annual Town Meeting passed the municipal aggregation warrant article. (Exhibit A)

On July 9, 2018, the Town of Milton, through its duly authorized representative, the Board of Selectmen, signed the Services Agreement to retain Good Energy, L.P., as its aggregation consultant. (Exhibit B)

On November 29 to December 13, 2018, the aggregation documents were made available for public review and a public information session on the aggregation plan was held on January 23, 2019, at which citizens were encouraged to make comments on the aggregation documents. The aggregation documents continue to be available in the municipal offices for public review.

On January 23, 2019, the Board of Selectmen approved the Aggregation Plan. (Exhibit C).

### *Historical Overview*

On May 23, 2019, pursuant to G.L. Chapter 164, Section 134(a) and Chapter 25A, Section 6(11), representatives of Good Energy met with the DOER to review the aggregation plan and obtain their guidance and technical assistance before filing the plan with the Department.

On July 11, 2019 the DOER issued a consultation letter regarding the Town of Milton Aggregation Plan. (Exhibit D)

On July 16, 2019, following consultation with the Department of Energy Resources (DOER) and a public review period, the Town submitted its initial Aggregation Plan to the Department of Public Utilities (Department).

Copies of materials documenting the opportunity for residents to review and comment on the Aggregation Plan are included as Exhibit E to the Historical Overview.

## **EXHIBITS**

- A. Certified Vote to Pursue Municipal
- B. Energy-Related Services Agreement
- C. Certified Vote to Approve the Aggregation Plan
- D. Department of Energy Resources Consultation Letter
- E. Documentation of Opportunity for Public Review and Comment



**SUSAN M. GALVIN**  
*Town Clerk*

**TOWN OF MILTON**  
**MASSACHUSETTS**

To Whom It May Concern:

This is to certify that the following is a true copy of Article 35 of the Warrant for the Annual Town Meeting held May 7, 2018 and of the vote passed thereunder.

**ARTICLE 35** To see if the Town will vote to grant the Board of Selectmen authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt out of the aggregation, or take any other action relative thereto.

**VOTED.** The Town voted, pursuant to Chapter 164, Section 134(a) of the Massachusetts General Laws, to authorize the Board of Selectmen to initiate a process to aggregate electrical load for all classes of electricity customers in the Town. Such authorization shall include, without limitation, studying the feasibility of entering into such a program; procuring consulting services; developing, in consultation with the Massachusetts Department of Energy Resources, a plan, for review by citizens of the Town, detailing the process and consequences of electrical load aggregation, which plan shall provide for universal access, reliability and equitable treatment of all classes of electricity customers and shall include, without limitation, an organizational structure of the program, its operations and its functions, rate setting and other costs to participants, the methods for entering into and terminating agreements with other entities, the rights and responsibilities of program participants, termination of the program, and the right of any participant in the program to opt out of the program and choose an electricity supplier or provider in accordance with applicable laws. Prior to its decision on the proposed plan, the Massachusetts Department of Energy Resources shall conduct a public hearing; and, further, to authorize the Board of Selectmen to enter into a contract or contracts, independently or in conjunction with other municipalities, to accomplish the purposes of this article, and on such other terms and conditions as the Board of Selectmen determines to be in the best interests of the Town.

**VOICE VOTE**

A true copy, Attest:

*Susan M. Galvin*  
Town Clerk



SERVICES AGREEMENT**Professional Energy Consulting Services to a Municipal Aggregator**

gym This Services Agreement ("Agreement") is made and entered into and effective on this day of July, 2018 ("Effective Date") by and between the Town of Milton ("Municipality"), a Massachusetts municipal corporation, with offices located at 525 Canton Avenue, Milton, MA 02186, acting by and through its Board of Selectmen its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

**Recitals**

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality in relation to the creation, authorization, implementation and management of its municipal aggregation program (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164 of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

**Provisions**

**I. Performance of the Services.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

1. Provide the services set forth in the scope of services in the Service Provider's Technical Proposal submitted in response to the Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02) issued by the Metropolitan Area Planning Council ("MAPC") and in the MAPC Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02), attached as Exhibits 1 and 2 respectively and incorporated herein).
2. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal aggregation.



3. Assist the Municipality in the establishment of a municipal aggregation program including electric power services and related energy services, as determined by the Municipality, and the development of a municipal aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
4. Assist the Municipality in the achievement of additionality with its default electricity rate and optional green products. Service Provider will accomplish this by:
  - a. Identifying and assessing multiple options for achieving additionality;
  - b. Quantifying the known and potential kW of renewable generation and type of generation (e.g., wind, solar, etc.) that could be added to the New England electricity grid;
  - c. Providing evidence explaining and supporting additionality claims; and
  - d. Quantifying the impact on electricity rates.

Municipality expects Sustainable Energy Advantage to participate in the additionality quantification process. Further, Service Provider shall offer to have a representative from Sustainable Energy Advantage attend any meeting in which additionality options will be discussed with Municipality.

5. Preparation of a municipal aggregation plan (the "Plan") in consultation with the Municipality and the Massachusetts Department of Energy Resources which include, but are not limited to, the following issues as applicable:
  - Detailed process and consequences of municipal electricity aggregation
  - Universal access, reliability and equitable treatment of all customer classes
  - Requests for proposal issued by MAPC
  - Organizational structure – roles and responsibilities
  - Program operations – education, outreach and opt-out process
  - Rate setting and other costs, including offering rates in addition to the municipal aggregator's default electricity rate
  - Program funding – expenses and fees
  - Green power - renewable energy
  - Methods for entering and terminating agreements associated with the Plan
  - Rights and responsibilities of participants
  - Activation and termination of the Plan
  - Constituent notification and enrollment
  - Description of annual reporting
  - Program move-ins and move-outs
  - Program education initiative
  - Demand management and energy efficiency program
  - Electric Service Agreement
  - Pricing methodology
  - Eligible customer service classes
  - Competitive supplier selection criteria
  - Selected competitive supplier responsibilities
  - Liability

6. Assist Municipality with presenting the Plan for public review.
7. Assist with all required consultations and filings with the Department of Energy Resources and the Department of Public Utilities in regards to the Plan.
8. Provide Municipality with electric power market pricing trends and any other relevant information to support the Service Provider's recommendation for timing of the electric service bid.
9. Prepare bid specifications and procure competitive bids for licensed, competitive suppliers for electric service, based on the most advantageous proposal, price and other factors considered, with both final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality. When developing the electric service bid, provide analysis of MA Class I REC market pricing to allow the municipality to determine how it prefers to source the RECs (e.g. from competitive retail electricity suppliers, REC brokers, etc.).
10. Develop the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan.
11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
12. Assist with all required steps to implement the additionality strategy selected by the Municipality, which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating long-term contracts with renewable energy brokers or developers, and developing contract terms and conditions for Renewable Energy Credits and renewable energy brokers and developers.
13. Coordinate the provision of an agreement between the applicable public utility ("Local Distribution Company" or "LDC") and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.
14. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed municipal aggregation Program and of the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligibility customer lists provided by the applicable LDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;
15. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include, but are not limited to, the following:
  - USPS mail campaigns
  - Local radio/TV spots, web-based infomercials
  - Cable access programming
  - Newspaper interviews and advertising



- Municipal newsletters
  - Attendance at public hearings
  - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
  - Development and online hosting of dedicated online site that is unique to the Municipality
  - Billboard signage
  - Informational flyers
16. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
  17. Lead and be responsible for post-purchase program delivery and on-going daily monitoring services.
  18. Investigate the feasibility of and methods for Municipality to receive account level usage data for all accounts enrolled in the aggregation on a regular basis. At the request of the Municipality, Service Provider shall make all reasonable efforts to secure such data for the Municipality and to perform analysis of the data to make it actionable for the Municipality.
  19. Provide a monthly report, by the 14<sup>th</sup> of the subsequent month, to Municipality that provides the following information for the past month and cumulatively for the aggregation:
    - a. The total usage (kWh) in each available rate offered by the aggregation;
    - b. The total number of accounts in each rate offered by the aggregation;
    - c. The total number of opt-outs and opt-ins;
    - d. Costs savings achieved compared to known LDC rates;
    - e. Applicable summary information about additionality criteria (e.g., MA Class I RECs purchased); and
    - f. Other criteria the Municipality requests as relevant.
  20. On an annual basis, provide a report to Municipality that includes the additionality impact of the Municipality's aggregation, in terms of:
    - a. Quantification of the known and potential kW of renewable generation and type of that generation (e.g., wind, solar, etc.) added to the New England electricity grid; and
    - b. Evidence explaining and supporting additionality claims.
- B. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.
  - C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

- D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.
- E. Service Provider shall not subcontract any Services to any person or entity that is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant shall not relieve Service Provider of its responsibility for all Services.

## **II. Obligations of Municipality.**

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan and energy plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. To the extent permitted by law, use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

**III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the



current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from willful misconduct or a negligent act, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

**VII. Insurance.**

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of



professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.

- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

#### **VIII. Right to Audit.**

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

#### **IX. Taxes and Certifications.**



- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).
  - B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
  - C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
  - D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.
- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.
- XII. **Discrimination.** To the extent the following applies, Service Provider shall comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the Americans With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.
- XIII. **Confidential and Proprietary Information.**
- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a final judgment, decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
  - B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of



the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.

C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. **Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable by final judgment or order of a court of competent jurisdiction, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect to the extent permitted by law.

XVI. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVII. **Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.




IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**TOWN OF MILTON**

By it's Board of Selectmen (Signature and Printed Name)

Signature:

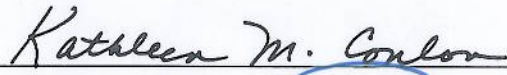
Printed name:



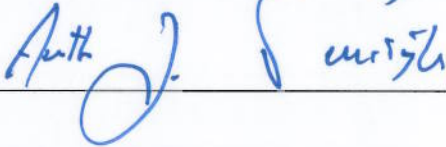
Melinda A. Collins



MELINDA A. COLLINS



Kathleen M. Conlon



ANTHONY J. FARRINGTON

**GOOD ENERGY, L.P.**

By: Good Offices Technology Partners, LLC, its General Partner

BY: , duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager



## Board of Selectmen's Meeting Minutes

**Meeting Date:** January 23, 2019

**Meeting Location:** Cronin Conference Room, Milton Town Hall

**Members in Attendance:** Chairman Richard G. Wells, Jr., Michael F. Zullas, Kathleen M. Conlon, Melinda Collins, Michael D. Dennehy, Town Administrator, Jennifer McCullough, Executive Secretary

**Members Absent:** Anthony J. Farrington

**Time Meeting called to Order:** 7:02pm

**Time Meeting Adjourned:** 11:22pm

### 1. Conference-Falconi Properties LLC, 7 Pleasant Street, Milton (Bent's)

Marion McEttrick, the attorney representing Falconi Properties LLC, on its proposed redevelopment of 7 Pleasant Street, requested a brief meeting with the Board to seek their additional comments/feedback/support for the project. The designer for the project, Mr. Steven Todesco, accompanied Ms. McEttrick as they presented a brief overview of the proposed plan for the property. Ms. Conlon, Ms. Collins, Mr. Zullas and Chair Wells all voiced their support of the proposed project.

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Following discussion of the management letter, Chair Wells thanked all for attending and presenting the report.

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Ms. Conlon moved, Ms. Collins seconded, and the Board voted 4-0 to approve the recommendations of the Capital Improvement Planning Committee in the amount of \$1,943,152.00 as set forth in its January 17, 2019 memo.

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Following the discussion of several questions, the Board unanimously deferred voting on the proposed inclusion of the Article until the next meeting on February 6<sup>th</sup>, 2019, pending further discussion with Milton Police Chief King and further due diligence to answer the outstanding questions.

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The Board approved his request to defer.

**13. Approval- One Day Liquor Licenses-Eustis Estate**

Mr. Zullas moved, Ms. Conlon seconded and the Board voted unanimously to approve one-day liquor licenses for the Eustis Estate, Historic New England, at 1424 Canton Avenue, Milton for: February 12, 2019 for the "Head to Toe: Fascinator Workshop" Event, March 14, 2019 for the "Opening Reception: Patios Exhibition" Event March 20, 2019 for the "New England's Sparkling Past" Event.

**14. Boards & Committee Reappointments-Municipal Broadband Committee**

Ms. Collin moved, Ms. Conlon seconded and the Board voted unanimously to reappoint Joseph Chamberlin of 131 Clapp Street, Mark Day of 70 Cliff Road, Steven Paxhia of 1027 Brush Hill Road, and John Sullivan of 334 Elmwood Avenue to serve on the Municipal Broadband Committee through January of 2020.

**15. Boards & Committee Reappointments-Solid Waste Advisory Committee**

Ms. Conlon moved, Chair Wells seconded, and the Board voted unanimously to reappoint Town Administrator Michael Dennehy, Director of the DPW Chase Berkeley, Health Director Caroline Kinsella, Environmental Coordinator Hillary Waite, Select Board member Melinda Collins, Jonathan Boynton of 6 Rustlewood Road, Imge Ceranoglu of 2 Eliot Circle, and John Driscoll of 718 Randolph Avenue, to serve on the Solid Waste Advisory Committee through January 2020.

**16. Town Administrator's Report**

Town Administrator Michael Dennehy thanked all of the Boards and Committees in the Town, noting the recent work from the Historical Commission, the Affordable Housing Trust, the Audit Committee and the Capital Improvement Planning Committee at tonight's meeting. Mr. Dennehy also noted the work put into receiving the Green Communities Grant, adding special thanks to Director of Consolidated Facilities Bill

Ritchie, Town Planner Bill Clark, and all their team members. He also reported on a street hockey infrastructure grant, secured by Senator Walter F. Timilty, which enabled the town to purchase an outdoor rink. Mr. Dennehy also reported on the Annual Town Election on April 30, 2019 noting that nomination papers are due to the Town Clerk's office by March 12, 2019. Mr. Dennehy also noted special thanks and best wishes on their recent retirements to Superintendent to the Cemetery Therese Desmond and Director of the Parks and Recreation David Perdios.

#### **17. Chairman's Report**

Chair Wells noted his thanks to Ms. McCullough for arranging for the Board to attend the MMA (Massachusetts Municipal Association) Annual Meeting. He also noted special thanks to all of the members of the Master Plan Implementation Committee for all their work on the Milton Landing/Waterfront revitalization. Chair Wells also reported on his letter to the Town Administrator that addressed his operational suggestions for moving forward with some of the work to the waterfront area. He thanked Reverend Dr. Conley Hughes of the Concord Baptist Church of Boston, and the Milton Interfaith Clergy Association for their hospitality in hosting the MLK Celebration on January 21, 2019. He also congratulated the 4 high school students, Connor Foley, Anna Fahey, Grace Kelly, Caroline Gannon, and gave thanks to Superintendent of the Milton Public Schools Mary Gormley and the entire school system on their work and participation in the event.

#### **18. Future Agenda Items**

Mr. Dennehy noted that there will be an Executive Session meeting with Cook & Company and the School Committee on February 6, 2019. Mr. Zullas requested Park Commissioner Scott MacKay be appointed to the Youth Task Force at the next Board meeting as well as a discussion of a proposed Memorandum of Understanding for a youth center with the First Congregational Church of Milton at 495 Canton Avenue, Milton. Ms. Conlon requested discussion on two issues raised at the MMA conference: (a) guidelines regarding the aesthetic design of cable wireless 5G boxes that are placed on telephone poles and (b) a local tax on short-term rentals. Ms. Collins noted on a MMA session on the topic of public rights of way and that the materials may be helpful.

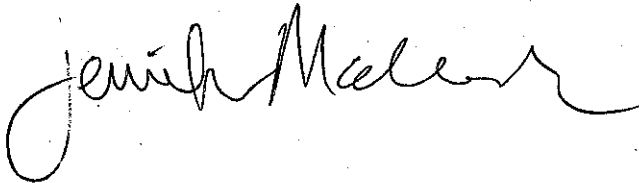
#### **19. Citizen's Speak Response**

Town Administrator Michael Dennehy volunteered to call Mr. Johenning to follow up with him on the questions he had asked at Citizen's Speak. The Board discussed the fact that there was a communication problem, not an error per se, regarding the bonding of a new fire truck with the useful life of 5, rather than 15 years.

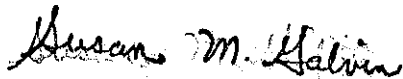
**20. Executive Session- To discuss strategy with respect to Non-Union Personnel (Town Administrator Contract)**

Chair Wells moved, Mr. Zullas seconded and Chair Wells conducted a roll call vote with Mr. Zullas voting yes, Ms. Conlon voting yes, Ms. Collins voting yes and Chair Wells voting yes. to enter into Executive Session to discuss strategy with respect to Non-Union Personnel (Town Administrators Contract), believing that having such discussions in Open Session may have a detrimental effect on the negotiating position of the Board and to discuss strategy with respect to HD/MW Randolph Avenue, LLC v. Town of Milton Board of Appeals, Housing Appeals Committee No. 2015 – 03, believing that having such discussion of this matter in Open Session may have a detrimental effect upon the litigating position of the Board of Selectmen and the Board of Appeals.

Chair Wells announced that the Board would not reconvene in Open Session to adjourn and at 10:09pm, the Board convened in Executive Session.



**ATTEST**

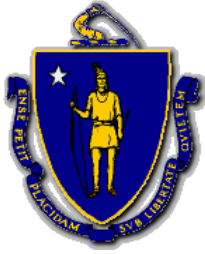


**TOWN CLERK**

## EXHIBIT D

D. Department of Energy Resources Consultation Letter





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

**Charles D. Baker**  
Governor

**Karyn E. Polito**  
Lt. Governor

**Kathleen A. Theoharides**  
Secretary

**Judith F. Judson**  
Commissioner

**VIA ELECTRONIC MAIL**

July 11, 2019

Michael Dennehy  
Town Administrator  
Town of Milton  
525 Canton Avenue  
Milton MA 02186

**Town of Milton Municipal Load Aggregation Plan**

Dear Mr. Dennehy:

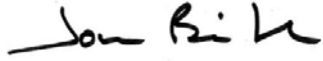
I am writing to inform you that the Town of Milton has completed its consultation with the Department of Energy Resources ("DOER"), pursuant to G.L., c.164, § 134(a) in the development of its Municipal Load Aggregation Plan, detailing the process and consequences of aggregation ("Aggregation Plan").

After examination of the Town of Milton's proposal, the DOER, on May 23, 2019, conducted a meeting by way of a conference call with Michael Dennehy, Town Administrator for the Town of Milton, and Scott Mueller and John P. O'Rourke for its consultant, Good Energy, LP ("Good Energy"). In performing its review and in connection with these discussions, the DOER has provided technical assistance consistent with our charge under G.L. c.25A, § 6(11).

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Joanne Bissetta". The signature is fluid and cursive, with the first name "Joanne" written in a larger, more prominent script than the last name "Bissetta".

Joanne Bissetta  
Deputy Director  
Green Communities Division

cc: John P. O'Rourke, Good Energy, LP  
Scott J. Mueller, Scott J. Mueller Law Office

## EXHIBIT E

### E. Documentation of Opportunity for Public Review and Comment

**D.P.U. 18 - \_\_**

**PETITION**

**AND SUPPORTING DOCUMENTS**

**FOR THE**

**TOWN OF MILTON**

**MUNICIPAL AGGREGATION PLAN**

**\_\_\_\_\_, 2018**

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# Aggregation Plan Public Review

POSTED ON: NOVEMBER 29, 2018 - 8:06AM



**AGGREGATION PLAN PUBLIC REVIEW PERIOD FROM  
November 29, 2018 To December 13, 2018**

At our Town Meeting on May 7th, 2018 the residents voted to authorize the Board of Selectmen to research, develop and implement an aggregation program and enter into a contract with a competitive supplier of electricity.

At our Town Meeting on May 7th, 2018 the residents voted to authorize the Board of Selectmen to research, develop and implement an aggregation program and enter into a contract with a competitive supplier of electricity.

The objectives of the aggregation program are to:

- lower the cost of electricity;
- gain longer term price stability; and
- offer more renewable energy options.


The aggregation plan will go through a very strict and comprehensive review and approval process with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU).

An important element of the process leading to approval of the aggregation plan of a municipality by the DPU is to allow for review of the aggregation plan by its residents. The aggregation plan is available for review at our municipal offices and on our website.

Please review the aggregation plan and submit any comments or questions in writing to the Board of Selectmen during the review period or attend a meeting of the Board of Selectmen during the review period to offer comments or questions orally.

This public review period will be completed before the aggregation plan is submitted to the DPU for their review and approval.

For questions or comments please contact Christine Stanton [cstanton@townofmilton.org](mailto:cstanton@townofmilton.org) or Jennifer McCullough [jmccullough@townofmilton.org](mailto:jmccullough@townofmilton.org)

Attachment	Size
 <a href="#">00_-_milton_aggregation_documents_-_2018112918.pdf</a>	4.34 MB

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## Town of Milton Massachusetts

525 Canton Avenue, Milton MA 02186

617-898-4800

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# Notice of Public Hearing

POSTED ON: DECEMBER 27, 2018 - 3:44PM





## **NOTICE OF PUBLIC HEARING**

### **TOWN OF MILTON MUNICIPAL AGGREGATION PLAN**

On May 7, 2018, the residents of the Town of Milton at the Annual Town Meeting passed the municipal aggregation warrant article. Municipal officials with the assistance of aggregation consultant Good Energy, LP, researched and developed a municipal aggregation plan for submission to the Department of Public Utilities ("Department") for approval pursuant to G.L. c. 164, § 134 which authorizes a municipality to procure electric supply on behalf of consumers within its municipal borders through a municipal aggregation program. The objectives of a municipal aggregation program are to give residents more competitive choice for their electric supply, achieve longer-term price stability, offer more renewable energy options and lower the

cost of electricity. Eligible electricity consumers not already enrolled with a competitive electric supplier would be automatically enrolled in the municipal aggregation program unless they chose to opt-out, in which case they would continue to receive basic service provided by their electric distribution company, NSTAR Electric Company, d/b/a Eversource Energy. During the aggregation program, any participant can opt-out of the aggregation program at any time without penalty or termination fee.

A copy of the municipal aggregation plan of the Town of Milton is available for review on the Town website ([https://www.townofmilton.org/sites/miltonma/files/news/00\\_-\\_milton\\_aggregation\\_documents\\_-\\_2018112918.pdf](https://www.townofmilton.org/sites/miltonma/files/news/00_-_milton_aggregation_documents_-_2018112918.pdf)) and in municipal offices. The Department requires a two-week public review period for residents to review and comment on the municipal aggregation plan. The public review period, as announced by Public Notice in the Milton Times on November 29, 2018 as well as on the Town website (<https://www.townofmilton.org/home/news/aggregation-plan-public-review>), was conducted from **November 29 to December 13, 2018**.

The Board of Selectmen will hold a public hearing at their meeting on **January 9, 2019** for any residents that wish to make oral comments on the municipal aggregation plan. A representative of the aggregation consultant, Good Energy, LP, will be present at the public hearing to answer any questions.

Any person desiring further information regarding the municipal aggregation plan of the Town of Milton or this notice of public hearing can contact Christine Stanton ([cstanton@townofmilton.org](mailto:cstanton@townofmilton.org)) or Jennifer McCullough ([jmccullough@townofmilton.org](mailto:jmccullough@townofmilton.org)).

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## **Board of Selectmen's Meeting Minutes**

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The Town Administrator reported on the use and cost of updating a Wikimap tool to be used for gathering data/information from the public for the Traffic Mitigation Committee on the Town's Website. He determined that cost of the updates needed further research and requested that the Board defer the approval until their next meeting on February 6, 2019.

The Board approved his request to defer.

**13. Approval- One Day Liquor Licenses-Eustis Estate**

Mr. Zullas moved, Ms. Conlon seconded and the Board voted unanimously to approve one-day liquor licenses for the Eustis Estate, Historic New England, at 1424 Canton Avenue, Milton for: February 12, 2019 for the "Head to Toe: Fascinator Workshop" Event, March 14, 2019 for the "Opening Reception: Patios Exhibition" Event March 20, 2019 for the "New England's Sparkling Past" Event.

**14. Boards & Committee Reappointments-Municipal Broadband Committee**

Ms. Collin moved, Ms. Conlon seconded and the Board voted unanimously to reappoint Joseph Chamberlin of 131 Clapp Street, Mark Day of 70 Cliff Road, Steven Paxhia of 1027 Brush Hill Road, and John Sullivan of 334 Elmwood Avenue to serve on the Municipal Broadband Committee through January of 2020.

**15. Boards & Committee Reappointments-Solid Waste Advisory Committee**

Ms. Conlon moved, Chair Wells seconded, and the Board voted unanimously to reappoint Town Administrator Michael Dennehy, Director of the DPW Chase Berkeley, Health Director Caroline Kinsella, Environmental Coordinator Hillary Waite, Select Board member Melinda Collins, Jonathan Boynton of 6 Rustlewood Road, Imge Ceranoglu of 2 Eliot Circle, and John Driscoll of 718 Randolph Avenue, to serve on the Solid Waste Advisory Committee through January 2020.

**16. Town Administrator's Report**

Town Administrator Michael Dennehy thanked all of the Boards and Committees in the Town, noting the recent work from the Historical Commission, the Affordable Housing Trust, the Audit Committee and the Capital Improvement Planning Committee at tonight's meeting. Mr. Dennehy also noted the work put into receiving the Green Communities Grant, adding special thanks to Director of Consolidated Facilities Bill

Ritchie, Town Planner Bill Clark, and all their team members. He also reported on a street hockey infrastructure grant, secured by Senator Walter F. Timilty, which enabled the town to purchase an outdoor rink. Mr. Dennehy also reported on the Annual Town Election on April 30, 2019 noting that nomination papers are due to the Town Clerk's office by March 12, 2019. Mr. Dennehy also noted special thanks and best wishes on their recent retirements to Superintendent to the Cemetery Therese Desmond and Director of the Parks and Recreation David Perdios.

#### **17. Chairman's Report**

Chair Wells noted his thanks to Ms. McCullough for arranging for the Board to attend the MMA (Massachusetts Municipal Association) Annual Meeting. He also noted special thanks to all of the members of the Master Plan Implementation Committee for all their work on the Milton Landing/Waterfront revitalization. Chair Wells also reported on his letter to the Town Administrator that addressed his operational suggestions for moving forward with some of the work to the waterfront area. He thanked Reverend Dr. Conley Hughes of the Concord Baptist Church of Boston, and the Milton Interfaith Clergy Association for their hospitality in hosting the MLK Celebration on January 21, 2019. He also congratulated the 4 high school students, Connor Foley, Anna Fahey, Grace Kelly, Caroline Gannon, and gave thanks to Superintendent of the Milton Public Schools Mary Gormley and the entire school system on their work and participation in the event.

#### **18. Future Agenda Items**

Mr. Dennehy noted that there will be an Executive Session meeting with Cook & Company and the School Committee on February 6, 2019. Mr. Zullas requested Park Commissioner Scott MacKay be appointed to the Youth Task Force at the next Board meeting as well as a discussion of a proposed Memorandum of Understanding for a youth center with the First Congregational Church of Milton at 495 Canton Avenue, Milton. Ms. Conlon requested discussion on two issues raised at the MMA conference: (a) guidelines regarding the aesthetic design of cable wireless 5G boxes that are placed on telephone poles and (b) a local tax on short-term rentals. Ms. Collins noted on a MMA session on the topic of public rights of way and that the materials may be helpful.

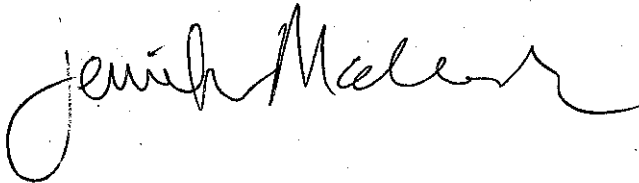
#### **19. Citizen's Speak Response**

Town Administrator Michael Dennehy volunteered to call Mr. Johenning to follow up with him on the questions he had asked at Citizen's Speak. The Board discussed the fact that there was a communication problem, not an error per se, regarding the bonding of a new fire truck with the useful life of 5, rather than 15 years.

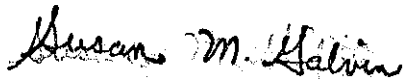
**20. Executive Session- To discuss strategy with respect to Non-Union Personnel (Town Administrator Contract)**

Chair Wells moved, Mr. Zullas seconded and Chair Wells conducted a roll call vote with Mr. Zullas voting yes, Ms. Conlon voting yes, Ms. Collins voting yes and Chair Wells voting yes. to enter into Executive Session to discuss strategy with respect to Non-Union Personnel (Town Administrators Contract), believing that having such discussions in Open Session may have a detrimental effect on the negotiating position of the Board and to discuss strategy with respect to HD/MW Randolph Avenue, LLC v. Town of Milton Board of Appeals, Housing Appeals Committee No. 2015 – 03, believing that having such discussion of this matter in Open Session may have a detrimental effect upon the litigating position of the Board of Selectmen and the Board of Appeals.

Chair Wells announced that the Board would not reconvene in Open Session to adjourn and at 10:09pm, the Board convened in Executive Session.



**ATTEST**



**TOWN CLERK**



John P. O'Rourke <[john.orourke@goodenergy.com](mailto:john.orourke@goodenergy.com)>

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**RE: Follow-On Question after Milton Meeting**

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**Philip Johenning** <[pjohenning@natcoat.com](mailto:pjohenning@natcoat.com)>  
To: "John P. O'Rourke" <[john.orourke@goodenergy.com](mailto:john.orourke@goodenergy.com)>

Tue, Jan 29, 2019 at 7:59 AM

My note below is about compensation and not depreciation. Take another look.

**From:** John P. O'Rourke <[john.orourke@goodenergy.com](mailto:john.orourke@goodenergy.com)>  
**Sent:** Monday, January 28, 2019 4:52 PM  
**To:** Philip Johenning <[pjohenning@natcoat.com](mailto:pjohenning@natcoat.com)>  
**Cc:** Michael D. Dennehy <[mdennehy@townofmilton.org](mailto:mdennehy@townofmilton.org)>  
**Subject:** Re: Follow-On Question after Milton Meeting

Dear Mr. Johenning,

Apologies for not responding sooner. Your email was in my spam folder.

Not sure why you are asking about depreciation. There is no depreciation issue.

The Town does not benefit financially from the program.

All the best,  
John

On Thu, Jan 24, 2019 at 8:57 AM Philip Johenning <[pjohenning@natcoat.com](mailto:pjohenning@natcoat.com)> wrote:

There was one additional question that I didn't ask last night. I wanted to know if the Town of Milton would receive any type of compensation for the program, either one time or ongoing. If they will, what is the arrangement?

**Phil Johenning**

Controller

[105 Industrial Way](#)

[Rockland, MA 02370](#)

# **ATTACHMENT 2**

## **COMMUNITY ELECTRICITY AGGREGATION**

### **MUNICIPAL AGGREGATION PLAN**

Prepared with

**GOOD ENERGY, L.P.**

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## Introduction

The Town of Milton (“Municipality”) has developed the Community Electricity Aggregation Program (the “Program”) with the goal of providing competitive choice, longer-term price stability and more renewable energy options to its residents and businesses and recognizing that savings cannot be guaranteed. The Program, as described in this aggregation plan (the “Plan”), is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes. This Plan was developed to demonstrate that the Program of the Municipality satisfies all of the requirements necessary for the Department’s approval.

### I. Key Features

The key features of the Program will include:

**Price:** The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a bid that meets the criteria set by the municipal officials. The Municipality cannot guarantee that the Aggregation Program will provide customers with prices lower than the distribution utilities’ Basic Service rate over the full term of any supply contract entered into by the Municipality. It is also the objective of the Municipality to support the development of additional renewable resources through the purchase of a higher amount of Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

**Product options:** The Municipality and its residents recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources that will provide additionality (i.e. adding new renewable generation to the ISO-NE grid). It is the objective of municipal officials to promote sustainable energy through the

purchase of RECs while at the same time providing energy at affordable levels to the residents of the Municipality.

**Standard Product:** Milton intends to offer the Milton Green product as its standard product. The Milton Green product is expected to include RECs in an amount that is 5% greater than the minimum Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. The exact percentage of RECs to be included in Milton Green will be determined after the receipt of bids from competitive suppliers. Including additional RECs in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of renewable energy sources.

**Optional Products:** Milton may offer two or more optional products that provide customers with a wide range of possible choices for their electricity needs. The specific optional products will be determined after the receipt of bids from competitive suppliers and may include all of the following:

**Milton Basic:** Some customers may feel that the amount of RECs that meet the minimum required RPS in the Commonwealth is sufficient to fulfill their renewable energy objectives. This product offers the same amount of RECs as the Basic Service of the Local Distribution Company.

**Milton Premium 100% Green:** For customers that want more RECs generated from renewable energy resources than is offered by Milton Green, this product offers up to a 100% option. The exact amount of RECs 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 less than 100% of a customer’s metered consumption, the Municipality 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 renewable energy sources.

Any new product the Municipality seeks to make available to Program participants, in addition to the products described in the Plan, will be subject to Department approval.

**Green:** Products described as “Green” contain RECs above that required by state law. The additional RECs qualify as MA RPS Class I eligible pursuant to 225 CMR 14.00

and include generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in a product described as “Green”. Any charge for these RECs would be included in the product price.

Automatic Enrollment: Eligible Customers will be automatically enrolled in the Program unless they exercise their right to opt out. Customers may opt out of the Program at any time.

## II. Statutory Requirements

The municipal aggregation statute, G.L. Chapter 164, Section 134, sets out the requirements that a plan must meet in order to be approved by the Department. Those requirements include procedural requirements, specified plan elements and substantive requirements. The Plan of the Municipality satisfies all of these requirements, as discussed below.

### 1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the plan. The Municipality satisfied the local approval requirement when the Town Meeting voted to initiate the process of municipal aggregation. Documents authorizing the aggregation, including certifications of votes taken, are contained in the Historical Overview.

### 2. Consultation with the Department of Energy Resources and Other Parties

The aggregation statute also requires that the Municipality consult with the Department of Energy Resources (“DOER”) in developing the plan. The Municipality submitted a draft of the Plan to DOER and municipal officials and / or their Aggregation Consultant met with DOER to discuss that draft. DOER provided many helpful comments on the draft and the Municipality incorporated the DOER’s input into the final version of the Plan.

The Municipality has also provided an opportunity for input from the Local Distribution Company. The Aggregation Consultant provided the Local Distribution

Company with a draft model plan that reflects prior input from the Local Distribution Companies and will continue to provide an opportunity for further comment from the Local Distribution Company on the Plan.

The Municipality has made the Plan available for review by its citizens, including discussing the Plan at one or more public meetings, as noted in the Historical Overview (Attachment 1).

### III. Elements of the Plan

General Law c. 164, section 134 requires that an 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

The incorporation of each of these elements in the Plan is discussed below.

#### 1. Organizational Structure

The organizational structure of Program will be as follows:

**Select Board:** The Plan will be approved by the Select Board, the elected representatives of the citizens of the Municipality, and overseen by the Select Board or designee of the Select Board. The Select Board or designee(s) of the Select Board 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, the designee(s) of the Select Board shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the Select Board.

**Aggregation Consultant:** The Aggregation Consultant will manage certain aggregation activities under the direction of the Select Board or designee of the Select Board. 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. Through a competitive procurement process, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services for an initial term.

**Competitive Supplier:** The Competitive Supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer 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 constituents of the Municipality by the Select Board.

**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 designee(s) of the Select Board on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Select Board, 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.

**Eligible Customers:** Eligible Customers shall include consumers of electricity located within the geographic boundaries of the municipality who are (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; or (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (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.

## **2. Operations**

Following approval of the Plan by the Department, the key operational steps will be:

- a. Issue an RFP for power supply and select a competitive supplier



- b. Implement a public information program, including an opt-out notice
- c. Enroll customers and provide service, including quarterly notifications

The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and the Local Distribution Company.

- a. Issue an RFP for power supply and select a competitive supplier
  - i. Power supply

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

The Municipality 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 Department
- 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 substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Local Distribution Company

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality 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 Select Board shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Select Board 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 Municipality 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 Municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials. The Municipality will only enter into an ESA with a supplier that is fully consistent with the Aggregation Plan as approved by the Department.

ii. RECs for a “Green” product

In addition to soliciting bids for power supply that meet the required Massachusetts RPS obligation, the Municipality intends to solicit bids for an additional supply of RECs for its “Green” products. It is the goal of the Municipality to achieve additionality in its product offerings, thus contributing greater renewable resources to the ISO-NE grid and reducing greenhouse gas emissions. The Select Board, or their designee, will determine the appropriate amount of additional RECs 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 customers at the time of the power supply solicitation. All RECs, above those required by the RPS, are expected to be MA Class I eligible RECs. The Municipality may seek RECs from a variety of renewable sources and will choose the best combination of environmental benefit and price.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System or be certified by a third party. The Municipality may provide customers with renewable generation source information through a variety of vehicles including the program web site, content disclosure labels and the opt-out letter.

b. Implement public information program including opt-out notice

Once a winning supplier is selected, the Municipality will implement a public education program as described below and further detailed in the Town's Public Outreach and Education Plan, Attachment 3.

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

At the time of launch, the Municipality will build on this existing public awareness. The Municipality will use a variety of media to communicate the objectives of the plan, the primary terms and conditions of the contract and the right to opt out at any time. The Municipality also intends to work with community based groups to support its education initiative, as further detailed in the Public Outreach and Education Plan.

The public education plan will include both broad-based efforts and an opt-out notice to be mailed to every Eligible Customer. This information will be made available in multiple languages where appropriate. The opt out notification will include the Language Access Document with a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the program website address and toll-free number. The program website will have translation services that can translate the website text and program information into more than 100 languages. The website is the primary vehicle for communicating program information and price changes will be posted on the website with the translation function.

The Municipality also seeks to ensure that Eligible Customers with disabilities have full access to the program information and are informed of their rights and obligations under the Program. The Program website will include an Americans with Disabilities Act commitment statement inviting visitors to contact the Program to help resolve any issues. The Public Outreach and Education Plan provides further detail regarding assistive technologies and measures that will be employed to ensure effective communications with all customers, including those with disabilities.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media and the Web 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 municipal officials such as the Milton Chamber of Commerce.
- The Municipality's website will provide basic information about the Aggregation Plan in a prominent location with a link to the Program website.
- The Program website that explains the Aggregation Plan, community benefits, and the opt-out process, and will include all Plan documents and education materials, as updated from time to time, including the Aggregation Plan as approved by the Department and the final ESA. This site 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 community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community.
- An inclusion of an announcement about the aggregation on the Municipality website, the Select Board's blog and other social media.
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality to ensure they can confidently answer any questions.
- Informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings.

The Municipality will develop a detailed timeline for these efforts, as the launch gets closer.

In the event the Municipality seeks to inform customers currently on competitive supply about the Program, the Municipality shall: 1) include in any materials a disclosure that such customers may be subject to penalties or early termination fees if they enroll in the Program; and 2) provide the Department with a copy of any materials it proposes to send to competitive supply customers no later than ten days prior to the proposed date of issuance.

ii. Opt-out notice

In addition to broad-based education initiatives, an opt-out notice will be mailed to every Eligible Customer. The notice will have the appearance of an official communication of the Municipality, 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 Eligible 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 Municipality's competitive supply to the price and terms of the current Basic Service offering provided by the Local Distribution Company. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the opt-out notice. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope. Eligible Customers 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. The notice will be designed by Good Energy 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 customer privacy. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

iii. Limitations on Supplier Communications

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

c. Enroll customers and provide service including quarterly notifications

After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the opt-out notice), the competitive supplier will enroll into the Program all Eligible Customers who did not opt-out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Municipality will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. The Municipality requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means, including press releases, public service announcements on cable television, postings at municipal offices and postings on the program website. The Municipality expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described above.

The Department has granted the Municipality's request for a waiver from the information disclosure requirements, subject to the Municipality's demonstration in each Annual Report to the Department that its Competitive Supplier has provided the same information to participating consumers as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

#### **d. Annual Report**

On an annual basis, the Municipality will report to the Department and the DOER on the status of the aggregation program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in optional products, and such other information as the Department or DOER may request.

### 3. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants 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 commission fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This commission fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

### 4. Rate Setting and Other Costs to 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 customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid or as the result of the Municipality entering into an amended or new ESA. Customers will be notified of price changes through postings on the aggregation web site at least 30 days prior to the effective date of the price change. As more fully detailed in the Education Plan, the Program website will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or audio impairments.

If there is a change in law, due to a Regulatory Event under Article 17 of the ESA or a New Taxes under Articles 1.24, 7.4.4 and 17 of the ESA, that results in a direct, material increase in costs during the term of the ESA, the Municipality 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 Municipality will notify customers of the change in price by issuing a media release and posting notices on

the Municipality and program websites. The notice shall appear in a prominent location on the Municipality's website with a link to the aggregation website. The Municipality shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided to the Department ten days prior to notifying customers and will include copies of all media releases, postings on the Municipality and Program websites and any other communications the Municipality intends to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department. Discounts provided by the Local Distribution Company, including low-income discounts provided to low-income consumers, are not impacted by the Program.

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

## **5. Method of Entering and Terminating Agreements with Other Entities**

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

The Municipality plans to use the same process described in Section III (2) of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the LDC using established EDI protocols.

If the Municipality determines that it requires the services of an aggregation consultant after expiration of the existing agreement with Good Energy, it will evaluate opportunities to solicit an aggregation consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Municipality will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which



the Municipality determines to be in the best interest of its customers and consistent with all applicable local, state and federal laws and regulations.

## **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 this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of Massachusetts's 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 Municipality, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Municipality and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

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.

## **7. Extensions or Termination of Program**

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

Although the Municipality 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 Select Board or designee of the Select Board to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier. The Municipality will notify customers of a planned termination of the program through media releases and postings on the aggregation

web site.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Municipality will provide the Local Distribution Company 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 Municipality will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, municipal office and website postings and other communications the Municipality intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

#### IV. 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 Program of the Municipality will satisfy all three requirements, as outlined as follows:

##### 1. Universal Access

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

All Eligible Customers will have access to the Program. All Eligible Customers will be automatically enrolled in the Program unless they choose to opt-out.

When New Eligible Customers move into the Municipality, they will initially be enrolled in Basic Service with the Local Distribution Company. New Eligible Customers will receive an opt-out notice and at the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out.

New Eligible Residential and Small Commercial Customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation will be enrolled at 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 with no charge. 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. The Local Distribution Company will continue to 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 Competitive 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 requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

## **3. Equitable Treatment of all Customer Classes**

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department 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 Department 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 will distinguish among customer classes (residential, small business, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard

product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include a) the initial customers and b) new customers that move into the Municipality after the program start-date.

- a. Eligible Customers that enroll at the Program start will receive the standard program pricing for their rate class.
- b. For new Eligible Customers moving into the Municipality after Program start, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial customers, who will receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out.

- a. Opt-in customers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates.
- b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the Local Distribution Company.

The following is a summary of the enrollment process and pricing by customer class.

## Enrollment procedures

Enrollment scenario	All Customer Classes
Eligible Customers at program launch	A Customer Notification Letter will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the competitive supplier will enroll all Eligible Customers who did not opt out.
New Eligible Customers identified after program launch	A Customer Notification Letter will be mailed to all identified new Eligible Customers after program launch. After the completion of the 37-day opt-out period, the competitive supplier will enroll all new Eligible Customers who did not opt out.
Customers who opted out and later want to enroll	Customers may request enrollment by contacting program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in the program by contacting program customer support or the competitive supplier.

## Pricing

Enrollment scenario	Customer Classes
Eligible Customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based price based on market conditions at the time the customer wants to enroll
New Eligible Customers identified after program launch	<i>Residential and Small C&amp;I</i> , Standard contract pricing for all product offers.  <i>Medium, Large &amp; Very Large C&amp;I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&amp;I</i> Standard contract pricing for all product offers.  <i>Medium, Large and Very Large C&amp;I</i> Customers may enroll in the program by contacting program customer support or the competitive supplier.

## V. Planned Schedule

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Municipality and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare Eligible Customer data of the Municipality; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives Eligible Customer data from Local Distribution Company
48	Competitive Supplier, at its expense, mails opt-out notice and reply cards with pre-paid envelopes to all Eligible Customers, identifying the date (no earlier than 33 days from the mailing) by which the reply card envelopes must be postmarked by Eligible Customers electing to opt-out
51	Eligible Customers receive opt-out notice in the mail
63	Competitive Supplier completes EDI testing with Local Distribution Company.
81	Date by which customers deciding to opt-out must postmark the reply card in pre-paid envelope to Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list and sends “supplier enrolls customer” EDI for all participating customers.
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Municipality receives regulatory approval.

## VI. Conclusion

The Community Electricity Aggregation Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and

pursue the benefits of renewable energy and increased electricity choice for its residents and businesses.

Customer Enrollment, Opt-Out and Opt-In Procedures

The following protocols describe the procedures for customer enrollment, opt-out, and opt-in. The protocols are designed to be consistent with the Terms and Conditions for Competitive Suppliers of the Local Distribution Company. In the event of a conflict between these protocols and those Terms and Conditions, the Terms and Conditions shall govern.

1. Pre-Enrollment Opt-Out Notice, Pre-Enrollment Opt-Out Procedure, and Initial Enrollment

1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their right to opt out. The Competitive Supplier shall provide each customer with a pre-stamped Opt-Out Reply Envelope for return of the Opt-Out Reply Card.

1.1.2. The Competitive Supplier shall print the Opt-Out Notice, Opt-Out Reply Card and the Opt-Out Reply Envelope.

1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address and account of each eligible customer to the Competitive Supplier, in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group, to facilitate the notification and opt-out requirements of the program.

1.3. Opt-Out Mailing. Within five (5) business days of receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Opt-Out Reply Card to all eligible customers in the City.

1.4. Customer Opt-Outs.

1.4.1. During the period of thirty-three (33) days from the date of the postmark of the Opt-Out Notice, customers may opt out of the aggregation by mailing the opt-out reply card to the Competitive Supplier.



1.4.2. After the initial thirty-three (33) day period from the date of the postmark of the Opt-Out Reply Card, eligible customers may also opt out by calling the Competitive Supplier's customer service number or following one of the other opt-out procedures described in Section 3.1.

## 1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the postmark of the Opt-Out Notice), and provided the EDI testing is complete, the Competitive Supplier shall submit the transactions to the Local Distribution Company to enroll all eligible customers in the Municipality that did not opt out pursuant to Section 1.41 or 1.4.2.

1.5.2. Subject to the Terms and Conditions for Competitive Suppliers of the Local Distribution Company, supply service will commence as follows:

1.5.2.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

1.5.2.2. On the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction;

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all eligible customers that did not opt out pursuant to Section 1.4.1 or 1.4.2, the Competitive Supplier shall provide the Municipality with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the Local Distribution Company, and if so the date.

1.7. Undeliverable Opt-Out Notices. If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second Opt-Out Notice is not returned, and if the customer does not opt out within thirty (30) days from the date of the postmark of the second mailing, the Competitive Supplier shall submit an enrollment transaction for the customer no less than five (5) business days after the conclusion of the 30-day opt-out period. The Competitive Supplier shall not enroll any customer where the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable.

## 2. New Customers

2.1 New Customers are customers that become customers of the Local Distribution Company after the date of the initial opt-out notice, for example, customers that moved into the Municipality.

2.2 When a new eligible customer first moves into the Municipality, the eligible customer will be enrolled initially in Basic Service with the Local Distribution Company. New eligible customers will receive an Opt-Out Notice. After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the postmark of the Opt-Out Notice), they will be enrolled in the program unless they elect to opt out. However, if the customer is moving from another service address within the service area of the Local Distribution Company and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report.

2.3 The Local Distribution Company will inform the Competitive Supplier of newly enrolled customers by submitting Auto-Enroll New Customer 814-AE transactions.

2.4 The Competitive Supplier shall mail an Opt-Out Notice and Reply Card for all New Customers no less than thirty (30) days after receiving notice of such New Customers from the Local Distribution Company.

2.5 New eligible customers may opt-out of the program by returning the Reply Card or by using any of the opt-out methods described in Section 3.

### 3. Opt-Out After Initial Enrollment

3.1 Opt-Out Procedure. Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:

3.1.1 By calling the Competitive Supplier's customer service number and requesting to opt out, in which case the Competitive Supplier shall submit a transaction to drop the customer to the Local Distribution Company within one (1) business day;

3.1.2 By calling the Local Distribution Company and requesting to be returned to Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

3.1.3 By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit a transaction to enroll the customer to the Local Distribution Company.

3.2. Effective Date. The intent is that a customer that opts out will no longer receive generation service through the aggregation program as of:

3.2.1. the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;

3.2.2. the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

#### 4. Opt-In Procedure

##### 4.1. Applicability

4.1.1. Customers not being served by the aggregation may opt in at any time.

4.1.2. The opt-in procedure applies to the following customers:

4.1.2.1. customers that were once enrolled in the aggregation and opted out; and

4.1.2.2. customers that were not previously enrolled in the aggregation because they opted-out before being enrolled or were served by a competitive supplier at the inception of the program.

##### 4.2. Prices

4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt-in except that residential and small commercial customers who were served by a competitive supplier at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program.

4.2.2. The Competitive Supplier shall notify the Municipality of all prices offered to opt-in customers.

##### 4.3. Opt-in Process.

4.3.1. Customers may opt in to the aggregation by calling the Competitive Supplier's customer service number and requesting to opt in.

4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the Competitive Supplier shall submit a transaction to enroll the customer to the Local Distribution Company within five (5) business days.

## 5. Optional Products

5.1. Prior to enrollment, Customers may elect an Optional Product, if applicable, by calling the Competitive Supplier's customer service number. The Competitive Supplier shall enroll customers making such an election in the Optional Product.

5.2 Customers enrolled in the program may elect an Optional Product, or a return to the Standard Product, by calling the Competitive Supplier's customer service number. Within five (5) business days after a customer makes such an election, the Competitive Supplier shall submit a transaction to change supplier data to the Local Distribution Company to make the change in the customer's rate option.



# Town of Milton Community Electricity Aggregation Program

[Date - Georgia Bold]

Dear Milton Electricity Customer,

The Town of Milton is launching Milton Community Electricity Aggregation (Milton CEA) which will provide new town-vetted options for electricity supply. Eversource will continue to deliver your electricity, however the electricity supplier was chosen by Milton through a competitive bid process that leverages the bulk-buying power of our community, understanding that future savings cannot be guaranteed.

**You will be automatically enrolled in the Milton CEA product, “Milton Green,” as of your MONTH 2021 electricity meter read, unless you choose one of our optional products or choose to opt out.**

**To opt out and avoid automatic enrollment in Milton CEA, you must do one of the following before [month/day/year]:**



**mail and postmark the enclosed opt-out card**

OR



**call SupplierName at SupplierPhone**

OR



**submit the Opt-Out form at miltoncea.com**

Participants may also opt out of Milton CEA at any time during the program without penalty. Please read further to learn more about Milton CEA!

— Melinda Collins, Milton Select Board Chair

## MILTON CEA GOALS



### Renewable Energy

Milton CEA's standard product includes ten percent (10%) more renewable energy certificates, known as Massachusetts Class I RECs, than required by the Commonwealth. This means you are helping to support the growth of renewable energy in our region. An optional product that includes a higher amount of renewable energy certificates is also available and described below.



### Electricity Choice

Milton CEA offers three different electricity supply choices, including one with renewable energy certificates equal to 100 percent (100%) of a customer's electricity consumption.



### Competitive and stable prices

All Milton CEA prices are fixed for XX months (MM-YYYY through MM-YYYY), whereas Eversource Basic Service prices change every six months for Residential and Commercial customers and every three months for Industrial customers. Milton CEA offers options that are intended to be price competitive with Eversource Basic Service; however, **savings cannot be guaranteed**. This is because Basic Service rates are not known for the entire period of Milton's contract, and therefore, they may be above or below the Milton CEA rates in any subsequent period.

## MILTON CEA OPTIONS

### Standard product



**Milton Green:** This is the **standard product** that you will be automatically enrolled in if you do nothing. It includes ten percent (10%) more renewable energy certificates than required by state law. **This product helps you be a climate leader, while still focusing on competitive prices.** The goal for this product is to be equal to or lower than the average Eversource Basic Service rates over Milton's contract term. However, as future Basic Service rates are unknown, **savings cannot be guaranteed**.

### Other options

Milton CEA also offers two optional electricity products, each with differing amounts of renewable energy certificates relative to state requirements. To enroll in any of these optional products, you must contact the supplier, **SupplierName**, at SupplierPhone or sign up on the aggregation website: miltoncea.com



**Milton Premium Green 100%:** This is an **optional product**. It includes renewable energy certificates (MA Class I) equal to one hundred percent (100%) of a customer's electricity consumption.



**Milton Basic:** This is an **optional product**. It includes the minimum amount of renewable energy certificates (MA Class I) required by state law.

### GREEN

Products described as “Green” contain an amount of RECs above that required by the state. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.



## MILTON CEA PRICING

	Electricity Supply Product	Renewable Energy Certificates	Residential	Commercial	Large Commercial and Industrial	Price Period
<b>Milton CEA:</b>	<b>Milton Green (standard)</b>	10% greater than MA Class I requirements	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	<b>Month 2021 – Month/Year</b>  Rates apply to service beginning and ending on the days of the month that your meter is read
	<b>Milton Premium Green 100% (optional)</b>	MA Class I RECs equal to 100% of customer's metered consumption	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	
	<b>Milton Basic (optional)</b>	meets minimum MA Class I requirements	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	\$0.XXXXXX/kWh	
<b>What You Have Now:</b>	<b>Eversource Basic Service</b>	meets minimum MA Class I requirements	\$0.11795/kWh	\$0.11086/kWh	SEMA \$0.11062/kWh	<b>January 1, 2021 – June 30, 2021</b> Residential and Commercial*  <b>January 1, 2021 – June 30, 2021</b> Industrial*

**\*No guarantee of savings.** Eversource Basic Service rates for electric supply change every six months for Residential and Commercial customers and every three months for Industrial customers. Eversource Basic Service rates may be above or below the Milton CEA 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.

**Rates indicated above are for Supply Services only.** Commission fee for all Milton CEA products are included in above rates. This fee is \$0.001/kWh for the aggregation consultant. The Milton CEA rates also include taxes which are billed as part of the power supply charge.

## MILTON CEA PARTICIPATION

**To enroll in Milton Green**, you do not need to take any action! **To enroll in an optional Milton CEA product**, contact the supplier SupplierName or use the online form at [miltoncea.com](http://miltoncea.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 Milton CEA.

**Budget Plan or Eligible Low-Income** delivery rate consumers will continue to receive those benefits from Eversource. **Solar Electricity Consumers** will not be impacted and will continue to receive their net metering credits while participating in the Program.

**Exit Terms for Basic Service:** There is no penalty charge for leaving Eversource's Basic Service, however Large Commercial and Industrial customers may receive a billing adjustment charge or credit.

**You can leave the Program anytime** after you've enrolled, with no early termination fees. If you leave the program, your account(s) will be returned to Eversource's Basic Service on the next meter read.

**How to access information about Basic Service:** visit [www.mass.gov/info-details/basic-service-information-and-rates](http://www.mass.gov/info-details/basic-service-information-and-rates) or call (800) 592-2000.

**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 SupplierName via email at [xxxxxx@xxxx.xxx](mailto:xxxxxx@xxxx.xxx) or mail at XXXXXX in order to maintain their tax exempt status.

## CUSTOMER SUPPORT & MORE INFORMATION

For more information, visit [miltoncea.com](http://miltoncea.com) or call (800) 307-9926.

To select an optional Milton CEA product or to opt out of the program, please, contact **SupplierName** at: xxx-xxx-xxxx between 9AM – 5PM, email at [xxxxxx@xxxx.xxx](mailto:xxxxxx@xxxx.xxx) or mail at 123 Main St Wonderland, AB, 12345.



## Community Electricity Aggregation



## IMPORTANT NOTICE



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

<b>SPANISH/ESPAÑOL</b> Incluye importante notificación de  sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	<b>POLISH/POLSKI</b> Załączono ważne powiadomienie od  dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczne przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.
<b>PORTUGUESE/PORTUGUÊS</b> Aviso importante incluído do  sobre seu serviço de eletricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.	<b>NEPALI/नेपाली</b> तपाईंको विद्युतीय सेवा बारे  बाट संलग्न गरिएको महत्त्वपूर्ण सूचना । सूचनालाई तत्कालै अनुवाद गर्नुहोस् । मद्दतको लागि, माथि दिइएको नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस् ।
<b>CHINESE (SIMPLIFIED)/中文</b> 随附来自  的重要通知, 有关您的供电服务。请立刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。	<b>MARATHI/मराठी</b> कडून महत्वाची सूचना संलग्न केली आहे  आपल्या विद्युत सेवेसंबंधी. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.
<b>CHINESE (TRADITIONAL)/中文</b> 随附以下重要通知  事關您的電力服務。請立即翻譯通知。如需協助, 請致電上述號碼或瀏覽網站。	<b>YORUBA/YORÙBÁ</b> Àkíyèsí pàtàkì tí a fi sínú rè látí òdò  nípa isẹ́ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí nàà lẹ̀sẹ̀kẹ̀sẹ̀. Pe nọ̀nbà nàà tàbí bẹ̀ ààyè lórí ayélujára, lókè, wò fún ìràn l'ọ̀wọ̀.
<b>HAITIAN/KREYÒL</b> Wap jwenn yon avi enpòtan ki soti nan  osijè sèvis elektrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn èd.	<b>IGBO/NDI IGBO</b> Ọkwa dị mkpa e zitere na  gbasara ọrụ ọkụ eletrik gị. Tugharịa ọkwa ozigbo. Kpọọ nọmba à ma ọ bụ gaa na webusaitị, dị n'elu, maka enyemaka.

<p><b>VIETNAMESE/TIẾNG VIỆT</b> Cố định kèm thông báo quan trọng từ</p> <p>về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay. Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên, để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b> የኤሌክትሪክ አገልግሎትዎን በተመለከተ ከ</p> <p>የተሰጠ ጠቃሚ ማስታወቂያ ከዚህ ጋር በአባሪነት ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገላ ለማግኘት፣ ከላይ በተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድረ ገጹን ይጎብኙ።</p>
<p><b>RUSSIAN/РУССКИЙ</b> Прилагается важное сообщение от</p> <p>касательно вашего снабжения электроэнергией. Переведите это сообщение безотлагательно. Если вам нужна помощь, позвоните по указанному номеру или зайдите на вебсайт.</p>	<p><b>SOMALI/SOOMAALI</b> Ogeysiin muhiim ah oo ku lifaaqan oo ka timid</p> <p>oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas. U soo wac lambarka ama u booqo websaydka, koreeyo, wixii caawin ah.</p>
<p><b>ARABIC/عربي</b> ملاحظة هامة متضمنة من</p> <p>حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فوراً. اتصل بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.</p>	<p><b>JAPANESE/日本語</b></p> <p>からの電力供給に関する重要なお知らせが添付されています。このお知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話番号までお電話いただくか、ウェブサイトをご覧ください。</p>
<p><b>KHMER/ខ្មែរ</b> សេចក្តីជូនដំណឹងសំខាន់ បានភ្ជាប់មកពី</p> <p>អំពីសេវាអគ្គិសនីរបស់អ្នក។ បកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ ហៅទៅលេខ ឬទស្សនាគេហទំព័រខាងលើ សំរាប់ជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b> ના તરફથી મહત્વપૂર્ણ નોટિસ બીડેલ છે</p> <p>તમારી વીજળી સેવા વિશે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કોલ કરો અથવા વેબસાઇટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b> Avis important ci-joint de</p> <p>à propos de votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le site Web ci-dessus pour obtenir de l'aide.</p>	<p><b>SWAHILI/KISWAHILI</b> Notisi muhimu ambayo imeambatishwa kutoka kwa</p> <p>kuhusu huduma ya umeme unayopokea. Ifasiri notisi papo hapo. Piga simu kwa nambari au zuru tovuti, hapo juu, ili kupata usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b> Comunicazione importante in allegato da</p> <p>riguardante il suo servizio di elettricità. Tradurre il comunicato immediatamente. Se ha bisogno di assistenza chiami il numero o visiti il sito internet sopra indicato.</p>	<p><b>HINDI/हिंदी</b> यह महत्वपूर्ण सूचना</p> <p>की ओर से आपकी बिजली सेवा के बारे में है। सूचना का तुरंत अनुवाद करें। मदद के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b> 귀하의 전기 서비스와 관련하여</p> <p>에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나 웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b> ประกาศสำคัญที่แนบมาจาก</p> <p>เกี่ยวกับบริการไฟฟ้าของคุณ แปลประกาศทันที โทรไปยังหมายเลข หรือไปที่เว็บไซต์ด้านบน เพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b> Εσωκλείεται σημαντική ειδοποίηση από</p> <p>που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφτείτε την παραπάνω ιστοσελίδα για βοήθεια.</p>	<p><b>LAO/ລາວ</b> ແຈ້ງການທີ່ສໍາຄັນນໍາມາຈາກ</p> <p>ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໂດຍທັນທີ. ສໍາລັບການຊ່ວຍເຫຼືອ ໂທຫາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໃນເວັບໄຊຕ໌ ຢູ່ຂ້າງເທິງ.</p>





**Milton**

c/o Supplier Name

[Supplier Address]

[city][state], [XXXXX]

**Phone:** Supplier Phone Number

**Email:** [supplier@email.com]

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

**Current Resident Name**

1234 Main St

Milton, MA, 12345

**CUSTOMER OPT OUT NOTIFICATION**

**Do not discard! This is not a solicitation!**

**Time-sensitive notice regarding electric  
supply rates on behalf of the town of Milton.**

## Opt-Out Reply Card



### Town of Milton

Community Electricity Aggregation Program

*Account number placeholder*

*Opt Out code placeholder*



Signature

Date

### Current Resident Name

1234 Main St  
Milton, MA, 12345

*Printer code placeholder*

If you wish to participate in the Community Electricity Aggregation (CEA) 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 3**

## **COMMUNITY ELECTRICITY AGGREGATION**

## **PUBLIC OUTREACH AND EDUCATION PLAN**

Prepared with

**GOOD ENERGY, L.P.**

## Introduction

As part of a municipal aggregation plan and in accordance with G.L. Chapter 164, Section 134(a) an Education and Outreach Plan is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers, including consumers with limited English language proficiency and disabilities, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide eligible customers with information concerning their opportunities, options and rights for participation in the Program.

The Education and Outreach Plan consists of four components:

1. Initial Outreach and Education: This will be conducted prior to arrival of the opt-out notifications 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.
2. Customer Notification Letter: This will be mailed out to all eligible customers and will include information regarding the Program, how to participate and how to opt-out. The letter will include a Language Access Document, an opt-out card and a postage-paid envelope for returning the opt-out card. This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current Basic Service rate, how to access it and that it is available to them without penalty.
3. Timeline and Preliminary Marketing Plan: This component identifies the steps the Municipality intends to take in marketing the Program including identification of media and other community resources, examples of education and outreach documents and an expected timeframe for the outreach effort.
4. Ongoing Outreach and Education: This component describes the expected outreach and education activities following Program launch.

### 1. Initial Outreach and Education

The initial outreach and education will provide a description of the Program for eligible customers and will be conducted via traditional print and TV channels, social

media, a dedicated website, public presentations and personal communications to inform eligible customers 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.

### **1.1 Media Outreach**

Prior to the launch of the Program, the Municipality will initiate a media outreach that may include the use of 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 may also include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A news release may be distributed to help achieve the aforementioned goals. Follow-up news releases may be used to update the media on the status of the progress of the Program.

### **1.2 Notices and Public Postings**

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

### **1.3 Consumer Service Center**

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

### **1.4 Website**

All information regarding the Program will be posted on the Community Electricity Aggregation (CEA) website. The Municipality's website will include, in a prominent

location, basic information about the Program with a link to the CEA website. For the duration of the Program, the CEA website will provide access to all Plan documents, as may be updated from time to time, including the approved Aggregation Plan, Education Plan, opt-out documents and education materials. The CEA website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

### **1.5 Public Presentations**

The Program will provide presentations to municipal officials and to interested community groups.

### **1.6 Outreach to Persons with Limited English Proficiency or Disabilities**

The Municipality will make reasonable efforts through its Program notifications, customary media outlets and program website to reach and educate all residents about the details of the Program, including those with limited English proficiency. At the launch of the program, the Municipality will include in its Customer Notification Letter a Language Access Document in the language of limited-English speaking residents. The Language Access Document includes a message in 26 languages encouraging eligible customers to have the notification translated and providing the program website address and toll-free number. The program website will have translation services that can translate the website text and program information into more than 100 languages. The website is the primary vehicle for communicating program information, both before and after the Program launch and any price changes will be announced through media releases and posted on the website with the translation function. The Municipality will also endeavor to work with individuals who need language support as those needs are identified.

The Municipality seeks to ensure that all eligible customers are properly informed about their rights and obligations under the aggregation program including those with disabilities. In addition to the Customer Notification Letter, the Municipality plans on using the program website and radio advertising as well as posters and handouts to ensure effective communication with all eligible customers. To the extent possible public education events will be held in accessible spaces or, in the alternative, will be available on-line for the mobility impaired. Outreach efforts may be communicated in print and audio formats to provide access to both the hearing and visually impaired.

The program website will include an Americans with Disabilities Act (ADA) commitment statement asking visitors to contact us to help resolve any accessibility issues on an ad hoc basis.

Assistive technologies such as TTY (TeleTYpe) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the aggregation websites will use text rich formats and .pdf files, rather than .jpeg and .png images, so that the charts can be read aloud by a computer. Images will also employ alternate text options so that every page on the website can be read out loud by a computer, leveraging assistive technology. In addition, the program website will use WordPress, which conforms with web content accessibility guidelines and is actively working to make their Content Management System (CMS) ADA compliant.

## 1.7 Required Disclosures and Notices

- a. Savings Not Guaranteed - Any Program materials which include the Municipalities' goals of lower cost power or cost savings, or which reference price savings, price stability, economic benefits or a like term, will also include in each instance a disclaimer that the Municipality cannot guarantee that the Aggregation Program will provide customers with prices lower than the local distribution company's Basic Service rate that may be in effect at any point of time during the term of any supply contract entered into by the Municipality.
- b. All customer education materials (i.e., announcements, slides, scripts presentations and the Customer Notification Letter) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.
- c. Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Local Distribution Company to low-income consumers are not affected by the Program.
- d. Definition of Green– To the extent that Program materials describe product options as “Green”, such materials shall define what constitutes a “Green” product consistent with the following definition: “Products described as Green contain RECs above that required by state law. The additional RECs qualify as



MA RPS Class I eligible pursuant to 225 CMR 14.00 and include generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.”

- e. Competitive Supply Customers – To the extent the Municipality’s Program materials seek to inform competitive supply customers about the Program, it will disclose that such customers may be subject to penalties or early termination fees if they switch from competitive supply to the Program during the term of a contract with the competitive supplier.
- f. Price Change - In the event of a price change, customers will be notified of through media releases and postings on the municipality and CEA websites at least 30 days prior to the effective date of the price change.

## 1.8 Enrollment and Pricing

Customers will be informed of the various enrollment and pricing procedures both at and after Program initiation. The following is a summary of the enrollment process and pricing by customer class.

### a. Enrollment

Enrollment scenario	All Customer Classes
Eligible customers at program launch	A Customer Notification Letter will be mailed to all eligible customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the competitive supplier will enroll all eligible customers who did not opt out.
New eligible customers identified after program launch	A Customer Notification Letter will be mailed to all identified new eligible customers after program launch. After the completion of the 37-day opt-out period, the competitive supplier will enroll all new eligible customers who did not opt out.
Customers who opted out and later want to enroll	Customers may request enrollment by contacting program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in the program by contacting program customer support or the competitive supplier.

b. Pricing

Enrollment scenario	Customer Classes
Eligible customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based price based on market conditions at the time the customer wants to enroll
New eligible customers identified after program launch	<i>Residential and Small C&amp;I</i> , Standard contract pricing for all product offers.  <i>Medium, Large &amp; Very Large C&amp;I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&amp;I</i> Standard contract pricing for all product offers.  <i>Medium, Large and Very Large C&amp;I</i> Customers may enroll in the program by contacting program customer support or the competitive supplier.

1.9 Quarterly Information Disclosure

As part of its ongoing service, the Municipality will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. §11.06. The Municipality requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means, including press releases, public service announcements on cable television, postings at municipal offices and postings on the Program website. The Municipality expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described above.

The Department has granted the Town's request for a waiver from the information disclosure requirements, subject to the Town's demonstration in each Annual Report to the

Department that its Competitive Supplier has provided the same information to participating consumers as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

## 2. Customer Notification

The Customer Notification Letter will be sent via standard mail to the billing address of each eligible customer on Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will inform eligible customers:

- a) about the Program and provide information regarding participation and rights;
- b) that they have the right to opt-out of the aggregation without penalty;
- c) that they will be automatically enrolled in the Program unless they exercise their right to opt out;
- d) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Basic Service offering;
- e) that any savings under the Program compared to Basic Service cannot be guaranteed because the Basic Service rate is subject to changes
- f) about the opt-out process;
- g) low-income discounts provided by the Local Distribution Company to low-income consumers are not impacted by the aggregation program; and
- h) in languages other than English for appropriate consumer groups. (i.e., toll-free telephone number).

The Customer Notification Letter will also contain a card with a simple check off and signature line for eligible customers who do not wish to participate. Eligible customers will have 33 days from the date of the mailing to mail back the opt-out card in a preaddressed postage-paid envelope and the consumer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of consumers will not start until three days after the date specified for the postmark of the return envelopes to allow for receipt of the opt-out cards prior to the start of automatic enrollments. New eligible customers will be enrolled in the Program in accordance with applicable Local Distribution Company rules. Upon initiation of service, these new eligible customers will receive the same consumer information as all other eligible customers.

Examples of a Customer Notification Letter, Language Access Document and the opt-

out reply card and envelope are included as Attachment B to the Aggregation Plan. A copy of the initial Customer Notification Letter will be filed with the Director of the Consumer Division of the Department prior to the start of the opt-out period.

### 3. Timeline and Preliminary Marketing Plan

The preliminary marketing plan identifies the steps the Municipality may take to inform the community about the Program. The schedule is designed to work towards the estimated date when the Consumer Notification Letter is scheduled to arrive in consumer mailboxes.

From estimated date Consumer Notification Letter arrives in consumer mailboxes		
Action	Days before	Days after
Website launch	120	
Work with local media resources	60	30
Active social media outreach	60	30
In person presentations	30	30
Distribute marketing materials	30	30
Consumer help line	30	Ongoing
Mail post-card to all eligible accounts	15	
Other consumer communications		Ongoing

#### **Website Launch:**

120 days before the estimated date that the Customer Notification Letter arrives in consumer mailboxes. (Attachment A-1)

The Municipality develops and manages 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 local media resources:**

90 days before to 30 days after the estimated date that the Customer Notification Letter arrives

#### Area Newspapers:

The Municipality will work with area print and online newspapers, including the Milton Times and Milton Wicked Local, to disseminate accurate and timely information about the aggregation program. As part of this targeted outreach to these papers, the City may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other papers to be used may include the Boston Herald and Boston Globe.

#### Local Public Access Television:

The Municipality intends to work with Milton Access Television - Government (Comcast 8 and RCN 3); Public (Comcast 9 and RCN 13); Education (Comcast 22 and RCN 15).

#### Other Television and Radio Stations

Develop press releases (Attachment A-2) to send to other TV stations such as WGBH 89.7 FM Boston; WBZ 1030 AM Boston; WBUR 90.9 FM Boston; WBZ 98.5 FM Boston; WODS 103.3 FM Boston; WMLN 91.5 FM Milton; WBOS 92.9 FM Dorchester; WBQT 96.9 FM Dorchester

#### Municipal Staff

Develop Q&A Scripts (Attachment A-3) and prepare municipal staff or volunteers for interviews, particularly for videos with FATV.

#### **Active Social Media Outreach**

60 days before to 30 days after the estimated date that the Customer Notification Letter arrives (**Attachment A-4**)

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the dedicated website of the Municipality.

In concert with the communication leads of the Municipality, 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. Draft content and graphics to accompany the posts, to be made by Municipality staff.

Monitor various channels including Facebook, Twitter, Reddit and NextDoor for relevant conversations and questions about the program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the Waltham community.

Identify key social media influencers in the Municipality, including lawmakers, advocates and reporters. 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**

30 days before to 30 days after the estimated date that the Customer Notification Letter arrives (**Attachment A-5**)

### **Local Groups**

Connect with local groups and associations to see if representatives of the Municipality 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. Some of the Community-based groups identified to date which the Town may choose to work with include Milton Neighbors (a Facebook group), the Milton Chamber of Commerce, the Milton Housing Authority and the American Legion.

Reaching the business community will be important. Small and medium businesses are often well suited to the aggregation, but many large businesses may be better served in the competitive market. Presenting to the Chamber of Commerce can start this dialogue and lead to additional outreach to and connection with businesses.

#### Select Board Meetings

Present or provide materials for the Select Board meetings and any constituent meeting they may have.

#### **Distribute marketing materials**

30 days before to 30 days after the estimated date that the Customer Notification Letter arrives (**Attachment A-6**)

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.

Distribute to key locations such as Municipal Offices and Public Library.

#### **Consumer Help Line**

30 days before to ongoing after the estimated date that the Customer Notification Letter arrives (**Attachment A-7**)

Establish consumer help lines with the competitive supplier and Good Energy to answer consumer inquiries.

#### **Mail Post-Card to all eligible accounts**

15 days before the estimated date that the Customer Notification Letter arrives (**Attachment A-8**)

#### Post Card

Send out prior to Customer Notification Letter. Establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed opt-out letter.

Customer Notification Letter arrives  
(**Exhibit 1, Attachment B**)



#### 4. Ongoing Outreach and Education

The Municipality 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.

#### Attachments

- A-1 – Residents with Limited English Language Proficiency
- A-2 – Press Release
- A-3 – Q&A Script
- A-4 - Website Screen Shot
- A-5– Social Media Outreach
- A-6– PowerPoint Presentation
- A-7 – Brochure
- A-8 - Post-Card

<b>Milton</b>				
<b>Population Distribution of Limited-English Proficient Persons</b>				
Language Spoken at Home	Milton	Statewide by Ability to Speak English	Speak English Very Well	Speak English Less Than Very Well
Spanish	50	457,990	255,571	202,419
Portuguese	0	180,975	91,774	89,201
Chinese	250	98,735	48,962	49,773
French	100	70,607	55,184	15,423
French Creole	250	53,724	30,932	22,792
Italian	0	43,184	30,625	12,559
Russian	0	36,252	18,624	17,628
Vietnamese	150	35,306	12,185	23,121
Greek	50	24,700	17,804	6,896
Arabic	0	23,620	14,575	9,045
Mon Khmer	0	23,023	11,000	12,023
Polish	0	21,812	13,856	7,956
German	0	17,292	15,331	1,961
Hindi	0	15,748	12,783	2,965
Korean	0	15,175	7,950	7,225
Japanese	0	9,206	5,551	3,655
Tagalog	0	8,810	6,306	2,504
Gujarati	0	7,937	5,220	2,717
Armenian	0	6,762	4,827	1,935
Persian	0	6,051	4,041	2,010
Urdu	0	5,378	3,792	1,586
Thai	0	3,228	1,704	1,524
American Community Survey (ACS) 2010 5-year Summaries				
<a href="https://www.massdot.state.ma.us/Portals/0/docs/CivilRights/TitleVI/fta_lap/FTA_LAP_AppendixB.pdf">https://www.massdot.state.ma.us/Portals/0/docs/CivilRights/TitleVI/fta_lap/FTA_LAP_AppendixB.pdf</a>				

The Town of Milton has a population of approximately 26,828 residents and 8,956 households. Those residents within the Town that speak English “less than very well” and speak another language as their primary language number less than 1%.

The Town intends to make program information available in English. Non-English speaking customers can access CEA website which includes a translation function that translates materials on the website into over 100 different languages.



## FOR IMMEDIATE RELEASE

### Milton Community Electricity Aggregation Program: Launching MONTH 2021 with rate of \$XXX per kWh

Milton, MA – (DATE) – Milton MA announces that it will launch its electricity aggregation program, known as Milton Community Electricity Aggregation (CEA), on MONTH, 2021. The program is designed to provide more electricity options for residents, businesses and ratepayers in Milton. The program was approved by Milton’s Town Meeting in 2018.

*“Quote from a town official”*

The program will offer a standard product rate that has 10% more renewable energy certificates (RECs) than required by state law (known as MA Class I RECs). Even with these extra renewable energy certificates, the standard product rate will be XX% lower than the Eversource Residential Basic Service electricity rate of \$XXX per kilowatt hour (kWh) for the X-month period Month Year through Month Year. Future savings under Milton CEA compared to the Eversource residential Basic Service rate are not guaranteed because the Basic Service rates change every six months for residential and small business accounts and every three months for large business accounts.

The program will also offer two optional rates: a 100% additional renewable energy rate that includes renewable energy certificates equal to 100% of a customer's metered consumption and a rate with only the minimum amount of renewable energy certificates required by state law. The electricity rates will be fixed over the XX-month term of the electric supply agreement (ESA) from Month Year through Month Year. The Milton CEA rates will be:

Eversource rate	Milton Green (standard rate)	Milton CEA optional rates	
		Milton Premium Green 100%	Milton Basic
Basic service (residential customers)			
Meets state renewable energy certificate standards	10% more RECs than state renewable energy certificate standards	Includes RECs equal to 100% percent of energy consumption	Meets state renewable energy certificate standards
\$0.11795/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Duration January -June 2021	<b>Duration: MONTH 2021 - Month Year</b> Products described as “Green” contain an amount of RECs above that required by state law. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.		

**Disclaimer: Savings cannot be guaranteed** as compared to Basic Service rates which change every six months for residential and commercial accounts and every three months for industrial accounts.

Milton has initiated and will continue a broad-based education and outreach effort to make residents and businesses aware of the program. The best place to find the most updated information is the aggregation website [www.MiltonCEA.com](http://www.MiltonCEA.com).

Around MONTH, eligible residents and businesses will receive a letter from the winning electricity supplier, Supplier Name, on behalf of the Town. It will provide detailed program information and instructions on how to choose an optional Milton CEA rate or how to opt-out of Milton CEA. No action is necessary if you would like to participate in Milton CEA's default electricity rate. All Milton residential and business accounts on Eversource Basic Service who are eligible to participate in Milton CEA will be automatically enrolled in the default electricity rate as of their MONTH 2021 meter read date. Anyone that does not want to participate in Milton CEA may opt out of Milton CEA either before the program begins or at any time during the program without penalty.

Electricity customers who are currently enrolled with a third-party supplier will not receive the opt-out letter and will not be automatically enrolled. These customers can voluntarily join the program but may be subject to penalties or early termination fees from the third-party supplier if they switch to the electricity aggregation program during the term of their contract.

For more information about the program, go to [www.MiltonCEA.com](http://www.MiltonCEA.com), or call (800) 307-9926.

Contact: \_\_\_\_\_

# Milton Video Script

1. I received an opt-out letter in the mail. Please explain what this is.

- Response will:
  - Describes the program and how it operates.
  - Identifies supplier and describes program products
  - Compares Program pricing to Basic Service rates and explains that savings are not guaranteed
  - Explains basic terms and conditions of Program
  - Explains what eligible customers will be automatically enrolled unless they opt out
  - Tells customers how they can access Basic Service information
  - Explains how to opt up to optional products with a higher amount of renewable energy certificates for those who are interested

2. What is energy aggregation?

- Response will
  - State statute allows municipalities to purchase electricity on behalf of their residents
  - Municipal officials contract for an electric supply from the competitive market
  - Eligible customers may elect to not participate in the program by opting out: otherwise eligible customers are automatically enrolled in the Program

3. Who made the decision for Milton to take part in the program? What are the benefits?

- Response will describe the town approvals that were made and when, discuss competitive pricing, price stability, consumer protection, and renewable energy certificates. It will emphasize that there is no guarantee of savings.

4. I am constantly receiving letters and phone calls, and people even come to my house to offer me deals on my energy use. How is this program different?

- Response will describe how this program is not associated with those other offers and that no one from the program will ever call you or come to your home unsolicited. We will stress the name of the program, the municipal branding, and program website.

5. Who may participate in the program? How do I sign up? Do I have to sign a contract? Why is this an opt-out program?

- Response will describe the eligibility of all Basic Service customers (residents and businesses) who have not chosen a third party supplier, explain that it is an opt-out program, that the state law that allows this requires that it be an opt-out program and that you do not have to sign any contract. Highlight that you can opt-out before the program begins on MM/DD/YYYY or anytime thereafter without penalty.
- Will also explain how to opt-up to optional products with a higher amount of renewable energy certificates for those that are interested

6. When does the new price/kWh start and how long will that contract last?

- Response will explain the length of contract and the standard product rate, as well as optional rates available. It will also explain the difference between the timing of Basic Service (changes every 3 and 6 months depending on rate class) and that there is no guarantee of savings.

7. What part of my electricity bill will be affected? Will delivery charges increase?

- Response will explain that the bill has two parts, delivery and supply, and that this only affects the supply portion. Delivery charges are not affected by the program. Also explain that utility discount programs and net metering are not affected

8. Is there a way for me to increase the amount of renewable energy that I am using?

- Response will explain the standard product rate, that it has extra renewable energy certificates (RECs), and how that compares to utility Basic Service. It will also highlight the optional rates that have even more RECs.

9. Can you please explain how I can make a different election to the standard product?

- Response will explain how to opt-up using the website or a phone call to the supplier and how that will take effect on the next meter read.

10. Can I benefit from the program without paying for any additional RECs?

- Response will explain the “Basic” rate that has the same amount of RECs as Basic Service, which is the minimum required by law. This rate is the lowest cost option in the program. We will remind them that savings compared to Basic Service cannot be guaranteed.

11. What is meant by the terms “green”?

Products described as “Green” contain an amount of RECs above that required by state law. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.

12. What do I do if I don’t want to be a part of the program? How do I get out of the program?

- Response will explain the ability to opt out via the Opt-Out letter, website and calling the supplier, and that the opt-out will take effect on the next meter read. Opting-out will return the customer to utility Basic Service.

13. What happens if I move to a new address in our Town?

- Response will indicate that you will get a new utility account and you will receive a new Opt-Out letter at your new address. You will be automatically enrolled if you take no action. You can proactively enroll in the aggregation program by using the website or calling the supplier once you have your new utility account.

14. Who do I call if there is a power outage?

- Response will indicate you still call the utility company.

15. How can I learn more about the program?

- Response will refer to CEA website: [miltoncea.com](http://miltoncea.com)

## Milton Community Electricity Aggregation

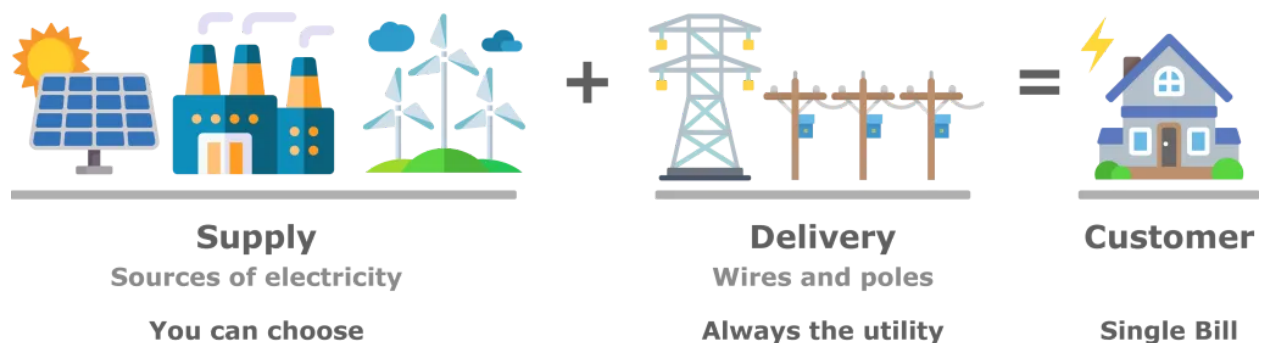
# Milton Community Electricity Aggregation

Milton Community Electricity Aggregation (CEA) is Milton's program to provide new electricity supply options to Milton residents and businesses.

### Program launching in spring of 2021

Milton CEA is aiming to launch in the spring of 2021. The exact timing and details are coming as soon as we have secured final approval from the MA Department of Public Utilities and secured a bid for the electricity supply.

Milton CEA is a municipal aggregation program operated by the town of Milton. With Milton CEA, Eversource continues to deliver electricity, repair outages and manage all electricity billing. The only change is the source and cost of electricity supply, chosen by the Town of Milton.



Eligible electricity customers will receive an opt-out letter detailing the program and ways to leave the program (opt out). Eligible customers who choose not to



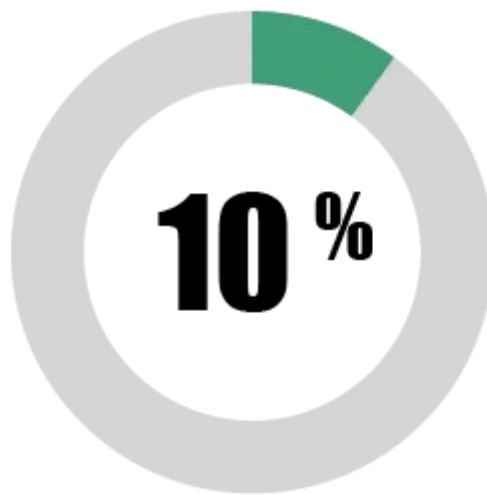
opt out will be automatically enrolled.

Electricity customers currently enrolled with a third-party supplier will not receive an opt-out package and are not automatically enrolled. These customers may join the program, however, they may be subject to penalties or early termination fees from their supplier if they switch to the electricity aggregation program during the term of their contract with the third-party supplier.

## Program options

Milton CEA will have a few options for electricity supply. We expect them to be as follows:

### Milton Green (standard)



Includes 10% more renewable energy certificates, known as MA Class I RECS, than required by state law

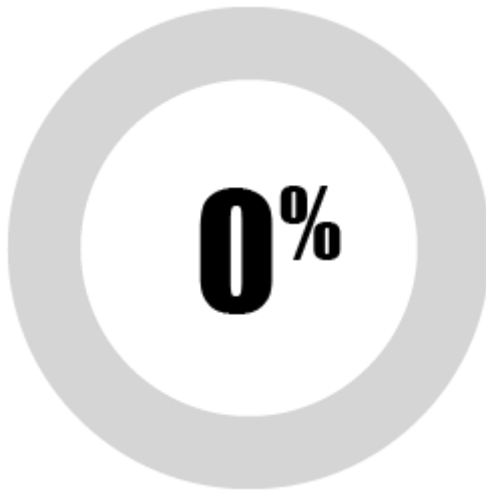
### Milton Premium Green 100%





Includes MA Class I RECs equal to one hundred percent (100%) of a customer's electricity consumption

## Milton Basic



Includes the minimum amount of RECs (MA Class I) required by state law

Products described as “**Green**” contain an amount of RECs above that required by state law. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.

## Eversource rates

Electricity rates for residential, commercial and industrial customers will be posted here when the program launches and updated regularly as rates change.

Future savings cannot be guaranteed because Eversource Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers.



## Text and image for a Facebook post

Milton's Community Electricity Aggregation program starts in MONTH 2021! This is a new electricity supply program organized by the town of Milton. Eligible customers will receive a letter about the program in MONTH, with the program details, information about product prices, and renewable electricity energy certificates, and ways to opt out of the program before it starts. Those who do not opt out will be automatically enrolled. Please keep an eye for the letter and share the news with your Milton neighbors! More information on the program website [miltoncea.com](http://miltoncea.com).



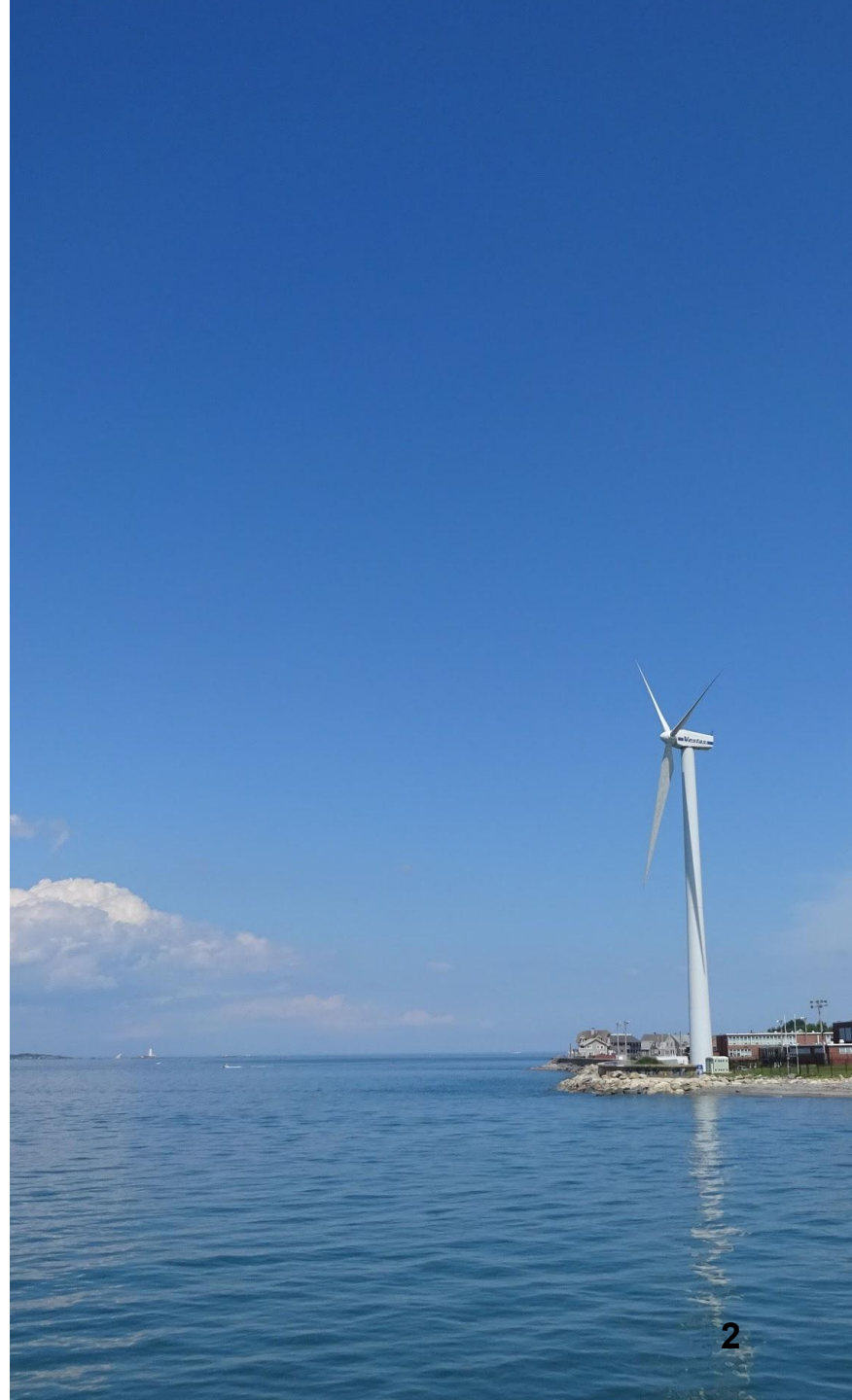
# Town of Milton



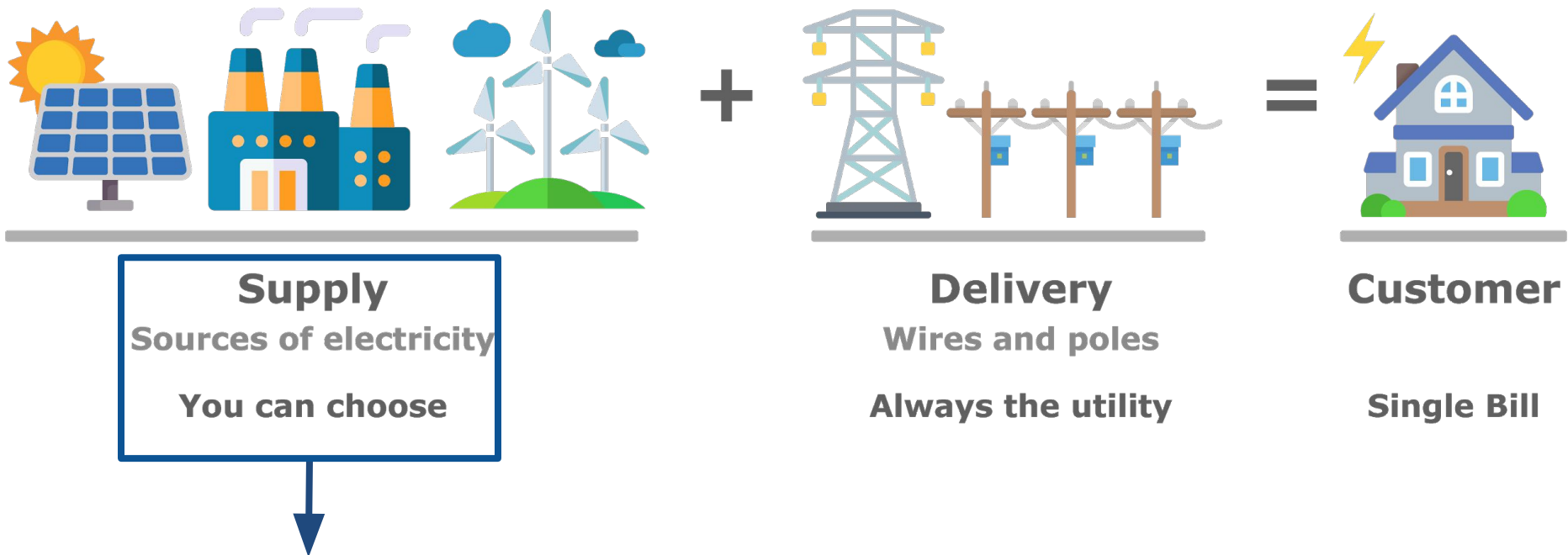
**Community Electricity Aggregation**  
**Month Day, Year**

# Agenda

- Why CEA?
- Background on aggregation
- What to expect
- Program details
- What's next



# Electricity Choice in Massachusetts



The utility provides supply by default, called “Basic Service”. You can choose your own supplier at any time. With CEA, the **municipal government** uses a competitive bid process to select a supplier for all residents and businesses that currently receive Basic Service supply. You will be **automatically enrolled** in the CEA unless you opt out.

# Goals of Community Electricity Aggregation

- Purchase electricity supply for more competitive rates
- Provide rate stability
- Expand consumer choice for electricity supply options
- Use and support clean energy located in or delivered to New England

Future savings cannot be guaranteed because Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers.

# Goal: Secure Competitive Pricing

Market Timing + Buying Power



**Are savings guaranteed?** Future savings cannot be guaranteed because Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers.



## Goal: Price Stability



## Fixed Rate for 12 to 36 months

Future savings cannot be guaranteed because Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers. It is also possible that unforeseeable circumstances, such as a change in regulation or law, may require a change in the program rate during the term of the contract.

# Goal: Expand Consumer Choice

Utility  
Basic Service

Third-party  
supplier\*

## Community Electricity Aggregation

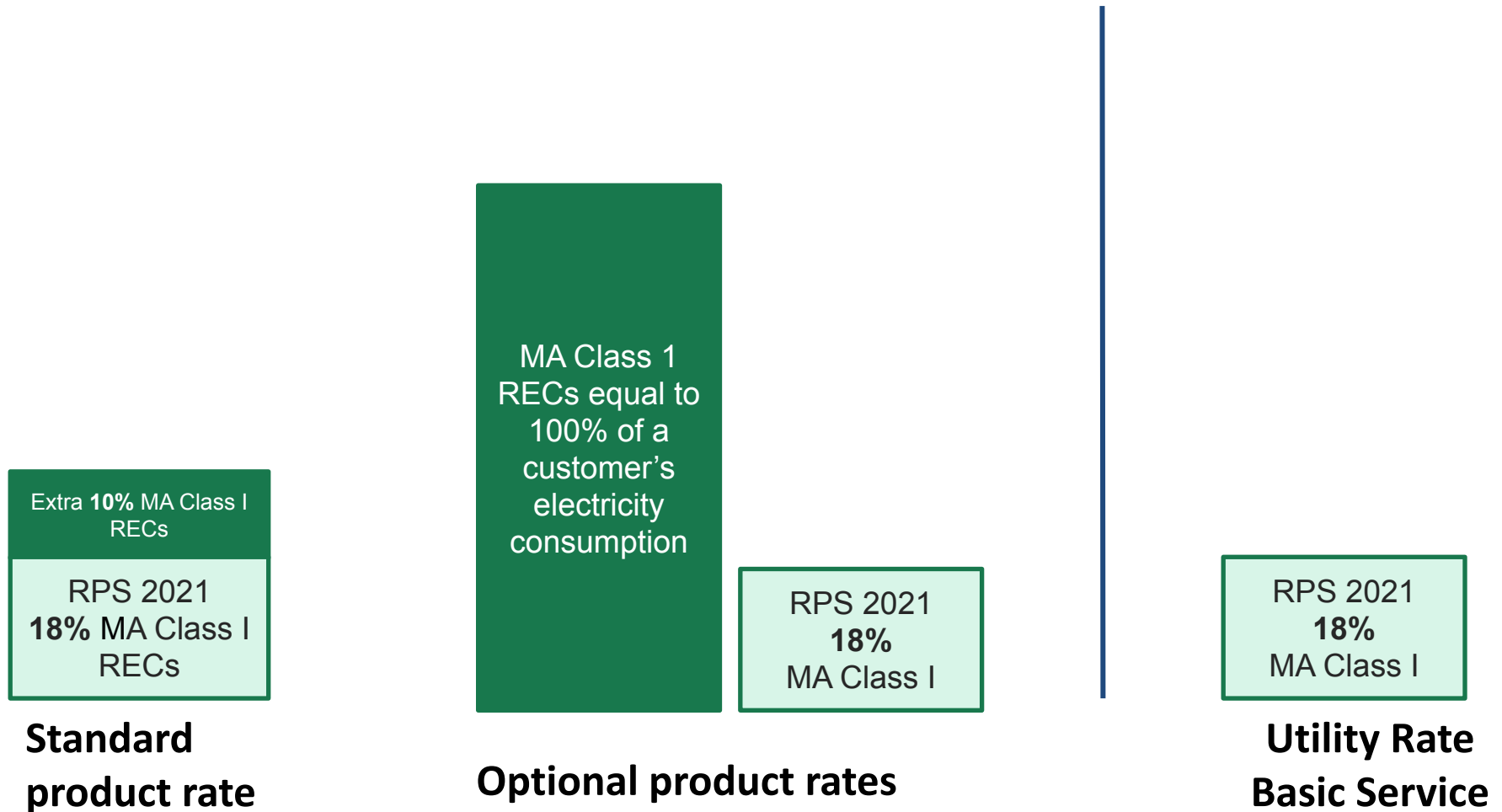
**Milton Green**  
standard product

**Milton Premium  
Green 100**  
optional product

**Milton Basic**  
optional product

\*Electricity customers who are currently enrolled with a third-party supplier will not receive the opt-out letter and will not be automatically enrolled. These customers can voluntarily join the program but may be subject to penalties or early termination fees if they switch to the electricity aggregation program during the term of their contract with the third-party supplier. Products described as “Green” contain an amount of RECs above that required by state law. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.

# Program options



Future savings cannot be guaranteed because Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers.

## Approve + plan

- Approve aggregation with a Warrant Article
- Hire a consultant
- Develop a draft plan

## Review + approve

- Solicit public input on the aggregation plan
- Secure DOER and local approval
- Submit to the Department of Public Utilities

## Regulatory + outreach

- Secure regulatory approval for the aggregation plan
- Develop an outreach plan for program launch, including physical and digital materials



**You are here**

## Launch

- Run a competitive bidding process for electricity supplier and award bid
- Launch the outreach materials, including postcard, social media, video and send the Opt-Out letter
- **Launch the program!**

## Monitor + Opt up

- Monitor program participation
- Optional: plan and execute an Opt Up campaign so increase sign ups

Eligible electricity customers, will receive an opt-out letter package from the program and will be automatically enrolled unless they opt out.

# What to Expect with Milton CEA

For participants in Milton program:

- No penalty to leave the program or change options
- Single bill for electricity from Eversource
  - The supply section of bill will reflect the CEA rate and supplier name
- Eversource will continue to respond to emergencies and outages
- Discount programs and solar net metering through Eversource stay the same

# What to Expect with Milton CEA

[Insert utility bill to show Supply section and where change will show up]

# Milton CEA: Rates

The competitive bid held by Milton has secured the following rates:

Standard product rate

- Milton Green: [XX.XX] ¢/kWh

Optional Rates of the Program

- Milton Premium Green 100%: [XX.XX] ¢/kWh
- Milton Basic [XX.XX] ¢/kWh

Rates begin [MM/DD/YYYY] and will remain fixed through [MM/DD/YY]

Future savings cannot be guaranteed because Basic Service rates change every six months for residential and commercial customers and every three months for industrial customers.

# What's Next: Website

To learn more about Milton CEA, submit questions or change your rate, go to [MiltonCEA.com](http://MiltonCEA.com)

[Insert website screenshot]



# What's Next: Postcard

Around MONTH, you will receive a postcard in the mail alerting you to the start of the program.

[Insert postcard screenshot]

# What's Next: Opt-Out Letter

About a week after you receive the postcard, you will receive an opt-out letter package.



[Insert opt out letter image]

Eligible electricity customers will receive an opt-out letter package from the program and will be automatically enrolled unless they opt out.

## What's Next: Opt-Out Letter

- **To participate in standard product rate of Milton CEA:**
  - No action
- **To leave the program, do 1 of the following by XX/XX/YYYY:**
  - Complete the Opt Out form on the website [www.MiltonCEA.com](http://www.MiltonCEA.com)
  - Call the [SupplierName] at XXX-XXX-XXXX
  - mail the enclosed Opt-out card
- **To choose one of the optional rates in Milton CEA:**
  - Fill out the enrollment form on program website [www.MiltonCEA.com](http://www.MiltonCEA.com)
  - Call supplier [SupplierName] at XXX-XXX-XXXX

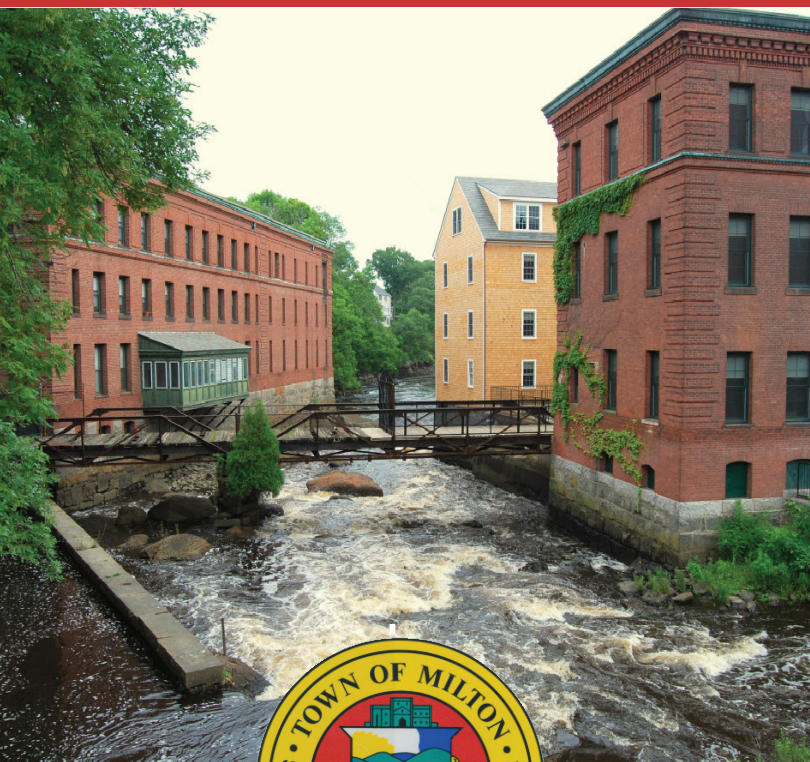
Eligible electricity customers will receive an opt-out letter package from the program and will be automatically enrolled unless they opt out.

## Program contacts

- Program website: [www.MiltonCEA.com](http://www.MiltonCEA.com)
  - Choose a different product
  - Opt-out of the program
  - Enroll in the program
  - Submit a question
- Program supplier: [SupplierName] at [Supplier phone]
- Milton works with aggregation consultant, Good Energy, to administer the program. Direct questions to [GENumber].

Attachmnet  
A-7

# MILTON COMMUNITY ELECTRICITY AGGREGATION PROGRAM



LAUNCHING  
MONTH 2021  
[MILTONCEA.COM](http://MILTONCEA.COM)

The Town of Milton is launching a Community Electricity Aggregation (CEA) program for residents and businesses in MONTH 2021. The CEA program was approved by town meeting in 2018. The program leverages the bulk-purchasing of electricity to provide competitively-priced options, longer term price stability and 10% more renewable energy certificates than required by the Commonwealth. Savings compared to Basic Service rates cannot be guaranteed.

### **Eligibility**

Most electricity customers who receive Eversource Basic Service supply are eligible to participate: it doesn't matter whether you are a renter or an owner.

### **How it Works**

- Eligible customers will get an opt-out notice explaining the program benefits, products and simple steps customers can take to opt out before the program begins
- The program starts with automatic enrollment for everyone eligible in MONTH 2021
- No obligation and no penalty to leave the program
- Eversource continues to deliver the electricity with the same quality of service, respond to outages and manage billing.

### **Benefits**

- More renewable energy certificates with multiple options for higher levels than required by the Commonwealth
- Access to the benefits of competitive bulk-purchase pricing
- Stable electricity prices through a X year program

Future savings cannot be guaranteed because Basic Service prices change every six months for residential and commercial customers and every three months for industrial customers.

**LEARN MORE**  
**MILTONCEA.COM**  
**800-307-9926**



# MILTON

## COMMUNITY ELECTRICITY AGGREGATION

[MILTONCEA.com](http://MILTONCEA.com)

800-307-9926



## MILTON PROUDLY ANNOUNCES

a new electricity aggregation program designed to provide you with competitive, stable electricity prices and more electricity supply options through Month Year, understanding that future savings cannot be guaranteed because future Basic Service rates are unknown. The program is called Milton Community Electricity Aggregation (CEA) and will launch in Month 2021.

**To learn more about the program, visit  
MiltonCEA.com or call 800-307-9926**

**An official letter detailing the program will  
arrive in your mailbox in the middle of XXX.**



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# **ATTACHMENT 4**

## **COMMUNITY ELECTRICITY AGGREGATION**

### **ELECTRIC SERVICE AGREEMENT**

Prepared with

**GOOD ENERGY, L.P.**

## ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the \_\_\_\_ **day** of \_\_\_\_\_, **2019** ("Effective Date") by and between \_\_\_\_\_ ("Competitive Supplier"), and the **Town of Milton**, a Massachusetts municipality (the "Municipality").

### **Recitals**

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

WHEREAS, Municipality has developed a Community Electricity Aggregation Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. \_\_\_\_\_;

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

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

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

## ARTICLE 1 DEFINITIONS

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

1.0 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor,

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Customers at the Point of Sale. This supply service also includes any costs associated with meeting “Renewable Portfolio Standards” at the levels required by applicable law throughout the term of the Agreement.

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

1.3 Basic Service- As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time. The Fixed Basic Service Rate is the price of the default generation service supplied by the Local Distributor, which is fixed for a period of three to six months.

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The corporation identified at the top of page one of this ESA, which is duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

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

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

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

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

1.12 Eligible Customers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Basic Service as of the Effective Date ("Basic Service Customers"), or New Eligible Customers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. Pursuant to the Department's Order on Eligible Customers, D.P.U. 16-10 (2017). Eligible Customers shall include; (1) Basic Service Customers except as specifically excluded herein; (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 exclude: (1) Basic Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service Customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

1.13 ESA - This Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; storms; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; acts or failures to act by the Local Distributor, including, but not limited to, the failure to distribute retail power for any reason; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

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

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

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

1.18 Intentionally Omitted

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

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

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing

electricity distribution services in the Municipality.

1.22 NEPOOL - The New England Power Pool.

1.23 New Eligible Customers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Customers after the Effective Date and have not previously elected to opt-out of the Program.

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

1.25 Participating Customers - Eligible Customers enrolled in the Program.

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

1.27 Plan - Community Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. \_\_\_\_\_. The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

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

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

1.30 Program - Community Electricity Aggregation Program, under which, the Plan is described and implemented.

1.31 Renewable Energy - Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1.

1.32 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental

Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such "change" was not known or foreseeable as of the Effective Date.

1.33 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of the ESA as provided in Article 8.2.

1.34 Retail Price - As set forth in Exhibit A.

1.35 Service Commencement Date - As set forth in Exhibit A.

1.36 Term - As defined in Article 4.1.

## ARTICLE 2 RIGHTS GRANTED

### 2.1 GENERAL DESCRIPTION AND LIMITATIONS

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

In accordance with Article 3 below, all Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Customers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such

information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Customers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

## **2.2 NO THIRD PARTY BENEFICIARIES**

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under M.G.L. c. 164 for Eligible Customers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

## **2.3 COMPLIANCE WITH LAWS**

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

## **2.4 CONDITIONS PRECEDENT**

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier, fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local Distributor



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

## 2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide All-Requirements Power Supply to Participating Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Customer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Customer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved education materials, opt-out notices, other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

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

### 3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Customers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Participating Customer

### 3.2 NOTIFICATION TO ELIGIBLE CUSTOMERS FOR NEW AGGREGATION

In the event the Municipality is launching a new aggregation, all Eligible Customers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Local Distributor or the Municipality will provide to Competitive Supplier a list of all Eligible Customers as of the Effective Date including service and billing addresses. Competitive Supplier shall notify each Eligible Customer :

- (i) about the Program;
- (ii) of the date on which such Eligible Customer must postmark or submit the Reply Card to avoid automatic enrollment in the Program;
- (iii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Customer as of the same date, subject to the opt-out provisions of M.G.L. c. 164, sec. 134, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by the Department.

The Municipality shall specify the design, content and text of the notice of the opt-out procedures (the “Opt-Out Notice”), which shall be consistent with the requirements of the DPU. The Opt-Out Notice may be in color and may include 2 pages in addition to the reply form and language access document, but shall not exceed 2 ounces in weight. Competitive Supplier shall review the Opt-Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. The Municipality shall submit the final Opt-Out Notice to the DPU for its review and approval. Once the design and content of the notice are finalized and approved by the DPU, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Customer the Opt-Out Notice at least thirty six (37) days prior to the date of automatic enrollment. The Opt-Out Notice shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms included in Exhibit A;

- iii) fully disclose the prices and terms then being offered for Basic Service by the Local Distributor;
- iv) state how an Eligible Customer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor;
- v) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee, charge or penalty;
- vi) identify the exact date by which customers must postmark the opt-out reply card to avoid automatic enrollment;
- vi) include a Language Access Document as specified by the Department; and
- vii) include a reply card and postage-paid envelope that Eligible Customers may use to exercise their opt-out rights.

In processing Program enrollments, the Competitive Supplier shall ensure that Eligible Customers shall have a full 30 days to opt out plus six days to account for mailing (i.e., three days for the opt-out notice to be delivered to the customer and three days for the opt out card to be delivered to the Competitive Supplier. The opt-out period shall end 36 days after mailing of the opt-out notice and Program enrollments shall begin no sooner than 37 days after mailing of the opt-out notice.

All Eligible Customers who do not elect to opt-out of the Program shall then be deemed Participating Customers and shall be entitled to receive electric supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make commercially reasonable efforts to identify a correct mailing address and re-send the Opt-Out Notice. The Municipality shall make Commercially Reasonable efforts to assist the Competitive Supplier with identifying correct mailing addresses. An Eligible Customer will not be enrolled where an opt-out notice is returned as undeliverable.

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Customers may opt out at any time without paying any fee, charge or penalty.

The Parties acknowledge that any low income discounts provided by the Local Distributor to low income consumers are not impacted by this Agreement.

### **3.3 NOTIFICATION TO NEW ELIGIBLE CUSTOMERS AFTER PROGRAM LAUNCH**

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b)

all consumers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties, the Competitive Supplier shall request from the Local Distributor an updated list of Eligible Customers (hereinafter the “Updated Eligible Customer File”. Once each month, Competitive Supplier shall create a Refresh Mailing List of New Eligible Customers which shall include all consumers in the Updated Eligible Customer List and exclude all consumers listed in the Master Opt Out File.

In accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New Eligible Customers listed in the Refresh Mailing List (i) of the date on which such New Eligible Customers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Eligible Customers as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program Opt-Out Notice. Competitive Supplier shall mail the aforementioned notice and an Opt-Out Notice, as described in Article 3.1, to each New Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month thereafter for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt-Out Notice shall be mailed to each such New Eligible Customer prior to the date of automatic enrollment in accordance with the requirements of the Plan and as described in Section 3.2 above. All Opt-Out Notices must be approved in advance by the Municipality. Competitive Supplier shall enroll New Customers in the Program immediately following the deadline stated in the Opt-Out Notice as described in Article 3.2.

In providing the notifications set forth in Articles 3.2 and 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification to Eligible Customers or New Eligible Customers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### **3.4 ENROLLMENT**

**3.4.1 Participating Customers -** All Participating Customers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Customers as of the Effective Date, as

well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.542 New Eligible Customers - If New Eligible Customers elect not to opt-out of the Program as provided in Articles 3.2 and 3.3, such New Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Eligible Customers in accordance with applicable Department and Local Distributor rules. Residential and small commercial New Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Eligible Customers shall be enrolled at a price determined by the Competitive Supplier based on then-prevailing market conditions.

3.4.3 Re-enrollment by Eligible Customers - At any time during this ESA, Eligible Customers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Customers at a price determined by the Competitive Supplier based on then-prevailing market conditions. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Eligible Customers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Customers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by the Competitive Supplier based on the then-prevailing market conditions.

## ARTICLE 4 TERM OF CONTRACT AND TERMINATION

### 4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as of the last day of the Delivery Term as stated in Exhibit A, unless terminated earlier under Article 4.2 below ("Term").

### 4.2 TERMINATION

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

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, (i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or
- d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

#### 4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date. If Municipality has chosen a new supplier for its Program, Competitive Supplier shall assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis, including all updated reports pursuant to Article 11 and Exhibit B, excluding any information proprietary to the Competitive Supplier.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on

behalf of individual Participating Customers in the event of a breach of the ESA by the Competitive Supplier. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group.

#### 4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

### ARTICLE 5 CONTINUING COVENANTS

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

#### 5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

#### 5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive



Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post program-related information on the Municipality's website which will be available to Participating Customers for general information, product and service information, and other purposes.

### **5.3 RESPONDING TO REQUESTS FOR INFORMATION**

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any provision of the Plan or regulation of the Department or Attorney General regarding customer service.

### **5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY**

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or others encumbrances) to the Local Distributor for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Customers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Customers (notwithstanding whether such disconnection is directed by the ISO- NE)

### **5.5 NON-DISCRIMINATORY PROVISION OF SERVICE**

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

## 5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved education materials, opt-out notices, other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants. Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to

any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Customers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Customers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Customers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

## **5.7 COMMUNICATION OF INSERTS AND MESSAGES**

Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated. Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved education materials, opt-out notices, other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants

## **5.8 PARTICIPATING CUSTOMER LISTS AND DPU ANNUAL REPORTS**

### **5.8.1 Consumer Lists**

To the extent not prohibited by any Governmental Rule or expressly by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Customers being served by the Competitive Supplier, including such

reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Customer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

#### 5.8.2 DPU Annual Report

Competitive Supplier acknowledges that the Municipality is required to submit an Annual Report on the Program to the DPU. Competitive Supplier shall assist Municipality in providing data and information to allow Municipality to prepare the Annual Report to be filed with the DPU. Such data and information may include, but not be limited to: a) monthly enrollment statistics by customer class, including customer additions and withdrawals; b) the number and percentage of customers that opted-out of the program in the last calendar year; c) copies of any opt-out notifications and reply cards sent in the last calendar year; d) documentation of Competitive Supplier's compliance with the alternative information disclosure strategy approved in the relevant final order approving the Municipality's aggregation plan; and e) copies of any complaints about the Program received by Competitive Supplier during the last calendar year and a description of the resolution of such complaints.

#### 5.9 COMPLIANCE WITH LAWS

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

#### 5.10 CONSENT

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

#### ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under M.G.L. c. 164, § 134

and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Customers. The Parties agree that Municipality is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, which would make the Municipality liable to any Participating Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

## ARTICLE 7 PRICES AND SERVICES; BILLING

### 7.1 SCHEDULE OF PRICES AND TERMS

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

### 7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Local Distributor.

### 7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Customers in accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers.

### 7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

#### 7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Customers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

#### 7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Customer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Customers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Customers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### 7.4.3 Regional and Local Transmission

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

#### 7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Customers shall be responsible for all taxes that are required by law to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Customers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed on Competitive Supplier's income.

## ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

### 8.1 RENEWABLE ENERGY PORFOLIO STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

### 8.2 PROVISION OF RENEWABLE ENERGY

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") with Green Energy Consumers Alliance, Inc. ("REC Supplier") attached hereto as Exhibit C. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, renewable energy certificates (RECs) in a quantity sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. The prices included in Exhibit A of the ESA shall not be subject to modification because Competitive Supplier is required to provide Replacement RECs.

## ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, at least 30 days prior to the Service Commencement Date, provide a written description of its billing and termination procedures, customer services, confidentiality and related practices and procedures. Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "opt-out" provisions of M.G.L. c. 164, § 134(a); and for handling consumer complaints, including any arbitration procedures. If the Participating Customer(s) so permit(s) or to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the

Municipality of any consumer complaints received from a Participating Customer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The use of practices and procedures which materially fail to comply with Department regulations and policies shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

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

## ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

## ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

### 11.1 POWER SUPPLY INFORMATION

#### 11.1.1 Monthly Reports

Competitive Supplier shall provide the Municipality or its agent with monthly reports as described in Exhibit B. The monthly reports will be due to the Municipality or its agent within thirty (30) days following the last day of each month. The aggregate kWh sales and number of Participating Customer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

#### 11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name,



billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 11.1.2 shall be grounds for termination under Article 4.2(a).

#### 11.1.3 Standard of Care

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

#### 11.2 POWER SUPPLY REPORT

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

#### 11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide back up for any charge under this ESA questioned by the Municipality and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information.

#### 11.4 COPIES OF REGULATORY REPORTS AND FILINGS

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

## ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

### 12.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Massachusetts or appropriate state court sitting in the Massachusetts county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

### 12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to the procedure set forth herein to prevent irreparable harm that would be caused by a breach of this ESA.

## ARTICLE 13 INDEMNIFICATION

### 13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations,

covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

### 13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses that are or would otherwise be available to the Municipality.

### 13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

### 13.4 DUTY TO MITIGATE

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

## ARTICLE 14 REPRESENTATIONS AND WARRANTIES

### 14.1 BY THE COMPETITIVE SUPPLIER

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

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule

applicable to it;

d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;

e) no Bankruptcy is pending against it or to its knowledge threatened against it;

f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and

g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

## **14.2 BY THE MUNICIPALITY**

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

a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;

b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;

c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and

d) no Bankruptcy is pending or threatened against the Municipality.

## **ARTICLE 15 INSURANCE**

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the Commonwealth of Massachusetts and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies under this ARTICLE 15, shall be submitted fifteen (15) days after the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must

provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

15.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

#### ARTICLE 16 CONFIDENTIALITY

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

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants, and to Associated Entities. This Article 16 shall survive the

termination of this ESA for a period of two (2) years.

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

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

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

#### ARTICLE 17 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs

additional, material costs, Competitive Supplier shall provide a written notice to the Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Customers; and e) a proposed plan for coordinating with the Local Distributor for an increase in price to be billed by the Local Distributor designed to reimburse the Competitive Supplier for such cost impact. If the Parties are not able to agree on an amendment to this Agreement or reimbursement contemplated by this section, the matter may be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Customers with a 30-day advance notice of the price change.

## ARTICLE 18 MISCELLANEOUS

### 18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA; and (iv) Competitive Supplier shall cure all defaults of this ESA, if any, of Competitive Supplier existing at the time of assignment.. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

### 18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Customers or other Eligible Customers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality. Any new product or service that the competitive supplier and/or Municipality seek to make available to Program participants is subject to Department approval.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Customers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing." Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved education materials, opt-out notices, or other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants

### 18.3 NOTICES

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

If to Competitive Supplier:

With copy to:

If to Municipality:

Mr. Charles de Casteja  
Good Energy, L.P.  
232 Madison Avenue, 3<sup>rd</sup> Floor  
New York, NY 10016  
Phone: 212-792-0222  
Fax: 212-792-0223



charles@goodenergy.com

and

Board of Selectmen  
Town Hall  
525 Canton Avenue  
Milton MA 02186  
Phone: 617-898-4800  
Fax: 617-698-6741  
mdennehy@townofmilton.org

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

#### 18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

#### 18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

#### 18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2)

weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group.

#### 18.7 EXPENSES

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

#### 18.8 NO JOINT VENTURE

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

#### 18.9 JOINT WORK PRODUCT

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

#### 18.10 COUNTERPARTS

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

#### 18.11 COMMISSIONS

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Customers actual usage for

the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program.

#### 18.12 WAIVER

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

#### 18.13 CO-OPERATION

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

#### 18.14 PLAN

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

#### 18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality

hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

#### 18.16 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

#### 18.17 HEADINGS AND CAPTIONS

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

#### 18.18 SURVIVAL OF OBLIGATION

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

#### 18.19 REMEDIES

##### 18.19.1 General

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

##### 18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 13.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages or other such losses claimed by third- parties; provided that the aggregate limit on Competitive Supplier's indemnification obligation pursuant to this provision, except for any damages caused by the fraud or bad faith of the Competitive Supplier, shall be equal to the greater of : 1) the amount payable for such claims under any and all insurance maintained by the Competitive Supplier; or 2) 50% of the Competitive Supplier's annual gross receipts (price per kWh multiplied by kWh volumes sold) received under this ESA in the most recent 12 month period; or 3) \$10,000,000.00.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the Commonwealth of Massachusetts, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

## EXHIBIT A

PRICES AND TERMS  
Community Electricity Aggregation Program

Retail Price by Program (applies to all rate classes)

<b><u>Default Program</u></b>	<b><u>Price per kWh</u></b>
Milton Green	\$ _____
<b><u>Optional Programs</u></b>	
Milton Basic	\$ _____
Milton Premium 100% Green	\$ _____

## Terms for System Supply Service

Delivery Term: The delivery term stated on this Exhibit A will commence, for each Participating Customer account, on the first scheduled meter read date for \_\_\_\_\_ [month/year] (the “Service Commencement Date”) and continue until the first scheduled meter read date for \_\_\_\_\_ [month/year], unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA (the Delivery Term”).

Pricing: The price for All-Requirements Power Supply is stated in the table above (the “Retail Price”). The Retail Price includes any costs associated with meeting Massachusetts Renewable Portfolio Standards at the level required by the applicable law throughout the term of the Agreement, and includes all adders and ancillary charges. Prices shall be fixed for the entire length of the Delivery Term. However, the Competitive Supplier may offer price reductions to Participating Customers at any time during the term of this ESA.

Start Date: All-Requirements Power Supply will commence on the Service Commencement Date. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the DOER's

Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with current requirement on the Start-Up Service Date or pay all penalties imposed by the DOER related to Renewable Energy requirements. In addition to the RPS requirements, the Competitive Supplier shall include 5 % additional Renewable Energy for consumers participating in the Milton Green program and 100% additional Renewable Energy for consumers participating in the Milton Premium 100% Green program.

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

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

## EXHIBIT B

### MONTHLY REPORTS

In the month following every month of the Agreement, Competitive Supplier shall provide the following five reports to the Municipality as noted below or s otherwise agreed to by the Parties.

- 1) SALES REPORT: Monthly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Customer accounts active in each meter read of the reporting period.
- 2) MASTER ACCOUNT LIST: A list of Participating Customers, including all customer identifying information provided by the Local Distributor and (i) opt-out notice mailing date, (ii) account status (active/inactive), (iii) account start date, (iv) account end date, (v) account read cycle, (vi) load zone and (vii) opt in date (if applicable).
- 3) MASTER OPT OUT FILE: A list of consumers that opted out of the aggregation program after receiving an opt out notice but prior to enrollment and a list of consumers that enrolled in the aggregation program and then left the program for any reason. Competitive Supplier shall provide this list 10-business day after the close of any Local Distributor Read Month.
- 4) REFRESH MAILING LIST: This mailing list shall be created every month, or as otherwise agreed to by the Parties, by the Competitive Supplier and shall include customer information for all consumers listed in the Updated LDC Basic Service File but excluding only consumers listed in the Master Opt Out File.
- 5) MONTHLY COMMISSION REPORT – Competitive Supplier shall provide Municipality with information to obtain this report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide such report within thirty (30) days of receipt of a written request from Municipality.



TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code \_\_\_\_\_

Rate Name \_\_\_\_\_

Consumer \_\_\_\_\_

No Accounts \_\_\_\_\_

**kWh**

January \_\_\_\_\_

February \_\_\_\_\_

March \_\_\_\_\_

April \_\_\_\_\_

May \_\_\_\_\_

June \_\_\_\_\_

July \_\_\_\_\_

August \_\_\_\_\_

September \_\_\_\_\_

October \_\_\_\_\_

November \_\_\_\_\_

December \_\_\_\_\_

*Electric Service Agreement*

*DPU 19-84  
Compliance Filing  
February 19, 2021  
Hearing Officer: Davey*

EXHIBIT C

REC PURCHASE AGREEMENT