

I. Overview

The following is the Municipal Aggregation Plan (“Plan”) for the Boxford Community Electricity Program (“Program”) of the Town of Boxford (“Town”), developed consistent with the municipal aggregation statute, G.L. Chapter 164, Section 134.

Through the Program, the Town will provide new electricity supply options to Boxford residents and businesses. The Local Distribution Company, National Grid, will remain responsible for distribution of electricity, maintaining electricity infrastructure and responding to power outages. This Plan does not obligate the Town to pursue aggregation if conditions are not favorable.

The Program enables the Town to select the characteristics of the electricity supply options, also known as products. The Program will be open to all residents and businesses in Town, and it will offer a standard product and optional products. At launch, all Eligible Customers¹ will be automatically enrolled in the Program’s standard product unless they exercise their right to opt out or choose an optional product. Once the Program is operational, individual participating residents and businesses would retain the right 1) to change to an optional product or 2) to opt out of the Program with no penalty and to choose any other electricity supplier or stay with the basic service supply from the Local Distribution Company. Residents and businesses that do not initially participate in the Program may join the Program at any time.

A key focus of the Program will be to provide electricity options that match the diverse needs of our community, which include:

- Using and supporting the growth of renewable electricity.
- Access to stable and competitive prices: It is important to note that the Program cannot guarantee prices will be lower than the National Grid basic service prices at all times, because basic service prices change frequently and future prices are unknown.
- Supporting electrification, particularly for heating and transportation currently powered by fossil fuels.

The Town of Boxford will develop and implement the Program (“Program”) as described in this Plan. The Plan will comply with all requirements of the Commonwealth governing the competitive supply market including notification requirements regarding periodic changes in Program price. 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.

¹ Eligible Customers shall include consumers of electricity located within the geographic boundaries of the Town 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.

II. Process to Develop and Approve Plan

This Plan was created through the following process:

- 1. Passage of authorizing resolution:** The municipal aggregation statute requires that the Town obtain approval from the local governing authorities before initiating the development of the ~~plan~~Plan. The Town satisfied the local approval requirement when the Town Meeting voted to initiate the process of municipal aggregation on September 12, 2020.
- 2. Signed agreement with Town’s aggregation consultant:** Boxford selected Good Energy, L.P. as its aggregation consultant to assist in developing this Plan, managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company, National Grid, and monitoring the supply contract.
- 3. Creation of a Draft Plan & Public Review:** Boxford prepared a Draft Plan and made it available for citizen review beginning on December 7, 2021. Copies of the Plan were available on the Program website, linked from the Town website, and in hard copy at Town Hall and the Library.
- 4. Public hearing on Draft Plan:** Boxford held a public hearing to receive comments from citizens on the Plan on ~~[InsertDate]~~January 18, 2022.
- 5. Consultation with Department of Energy Resources & Other Parties:** The aggregation statute also requires that the Town consult with the Department of Energy Resources (“DOER”) in developing the ~~plan~~Plan. The Town submitted a draft of the Plan to DOER ~~and~~in February 2022, and Boxford municipal officials and their Aggregation Consultant met with DOER to discuss that draft. ~~[InsertDetail]~~ in June 2022.

The Town has also provided an opportunity for input from the Local Distribution Company, ~~and~~National Grid. The Aggregation Consultant provided the Local Distribution Company with a draft model ~~plan~~Plan that reflects prior input from the Local Distribution ~~Companies~~Company and will continue to provide an opportunity for further comment from the Local Distribution Company on the Plan.

- 6. Second Public Review Period:** DPU issued multiple orders affecting aggregation plans while the Town was awaiting DOER review. The Town amended the Plan to include edits to comply with those orders, and then released an updated copy for public review on [InsertDate]. The Town held a public hearing on [InsertDate].

~~6.7.~~**Local approval of Plan:** The Select Board approved the Plan on [InsertDate].

- 7.8. Submission of Final Plan to Department of Public Utilities:** 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.

III. Electricity Supply Product Options

The Program ~~may~~will offer a standard and optional electricity supply products. Eligible Customers are automatically enrolled in the standard product unless they opt-out of the ~~program~~Program or choose one of the optional products.

All products will include the minimum amount of renewable ~~electricity~~energy resources as required ~~each year~~ by ~~any applicable statutory requirements, such as the Renewable Portfolio Standard (“RPS”) required by~~ the Commonwealth of Massachusetts². Some products will include additional renewable ~~electricity above the RPS. energy resources that exceed the minimum amount required by the Commonwealth.~~ All purchases of additional renewable ~~electricity~~energy in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.³

The products may vary based on the amount of renewable ~~electricity~~energy, in the form of RECs, and based on whether the price is time-varying. Time-varying products will require a customer to have metering technology that can record and report when usage occurred.

The choices for renewable ~~electricity~~energy may include:

- The ~~same~~minimum amount of ~~RECs~~renewable energy resources required by the ~~RPS in the~~ Commonwealth
- ~~RECs in an~~Up to three different levels of renewable energy resources that each exceed the minimum amount that is 10% greater than the Renewable Portfolio Standard (“RPS”) required by the Commonwealth
- ~~Up to 50% RECs~~
- ~~Up to 100% RECs~~

The choices for time-varying prices may include:

1. Non time-varying: The same price applies to usage at any time.
2. Time-varying: Multiple time periods, with each time period having a corresponding price at which usage during each period will be billed. Time periods will be limited by the options available through the Local Distribution Company billing system.

Each of the four choices for renewable ~~electricity~~energy resources could be combined with each of the two choices for time-varying prices, producing a total of up to eight products. ~~At~~Within these choices, at launch, the Program ~~may~~will offer ~~up to four~~the following electricity supply products, as described below:

Standard Product: The standard product, Boxford Standard, is expected to include RECs in an amount that is 10% greater than the ~~Renewable Portfolio Standard~~

² For example, in 2022, the Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources. This is comprised of 20% MA Class I sources and 31% other sources. Detail on these sources is available at <https://www.mass.gov/service-details/program-summaries>.

³ RECs enable the trading and tracking of renewable electricity. For every one megawatt-hour (MWh) of renewable electricity that is generated and fed onto the electricity grid, one REC is created.

~~(“RPS”)~~minimum amount required by the Commonwealth, with the exact amount to be determined after the receipt of bids from competitive suppliers. The price will be non-time varying.

Optional Products:

- Products with additional RECs: The Program may offer two ~~or more~~ optional products that ~~are exceed the minimum amount of renewable energy resources required by the Commonwealth and that will be~~ non-time varying:
 - A product with ~~up to 50~~ RECs in an amount that is halfway between the minimum amount of renewable energy resources required by the Commonwealth and 100% RECs, called Boxford ~~50~~Mid
 - A product with ~~up to~~ 100% RECs, called Boxford 100
- Product with no additional RECs: ~~The Program will offer one optional~~ product with the ~~same~~minimum amount of ~~RECs~~renewable energy resources required by ~~the RPS in~~ the Commonwealth, called Boxford Basic

~~The exact amount of RECs to be included with Boxford 50 and Boxford 100 optional products will be determined at a later date and will be the same for all customers choosing this option. If Boxford 50 or Boxford 100 includes RECs in an amount less than 50% or 100% of a customer’s metered consumption, respectively, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains.~~

All RECs for additional renewable ~~electricity~~energy above the ~~RPS are expected to~~minimum amount required by the Commonwealth will qualify as Massachusetts Class I eligible pursuant to 225 CMR 14.00 which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

If and when the Program offers time-varying products, the Town will include such products in its opt-out notice (~~“Consumer”~~“Customer Notification Letter”), defined in Section IV.b.ii and will file a copy with the Department at least 14 calendar days before issuance.

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

IV. Plan Elements

IV.a. 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 Town, 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. The Town has selected Good Energy, L.P. to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power supply for the aggregation, provide customer support including staffing a toll-free 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 Town under terms deemed reasonable and appropriate for the constituents of the Town by the Select Board.

Buying Group: The Town 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 Town shall be represented by the designee(s) of the Select Board on the executive committee of the Buying Group. The Town, through its designee as specifically authorized by the Select Board, shall select a Competitive Supplier based on the needs of the Town and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

IV.b. Operations

Following ~~adoption~~approval of the Plan by the ~~Select Board~~Department of Public Utilities, the key operational steps will be: 1) issue a Request for Proposals (RFP) for power supply and select a Competitive Supplier; 2) implement a public information program for Program launch, including the Customer Notification Documents, and 3) enroll customers and provide service, 4) provide on-going customer education, including quarterly notifications, and ~~4)5)~~ annual reporting.

These steps are described in the sections below.

IV.b.i. Issue an RFP for power supply and select a competitive supplier

The Town, under direction of the ~~Town Manager~~Select Board or its designee, will solicit bids from leading competitive suppliers, including those currently supplying community power programs in New England and other states. In seeking bids from competitive suppliers, the Town 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 aggregation

- programs 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 power supply at a fixed specified 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 Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Town will request bids for a variety of term lengths (e.g., 12, 24, 36 or 48 months) and for power and RECs from different sources.

The Select Board, or their designee(s), will determine the appropriate amount of 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 retail electric customers at the time of the solicitation. The Town will require bidders to identify the technology, vintage, and location of the renewable energy 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. The Town may seek bids from a variety of renewable energy sources; and will choose the best combination of environmental benefits and price.

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 Town, will evaluate the bid results including price, term and source.

Whether the Town 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 retail electric customers. Participation in the Buying Group shall not require the Town to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Town will only accept a bid that enables it to launch the Program with a price, terms and characteristics that meet the criteria set by its municipal officials. The Town will only enter into an ESA with a supplier that is fully consistent with the Plan as approved by the Department.

IV.b.ii. Implement public education program for Program launch including ~~opt-out~~ documents Customer Notification Documents

Once a winning supplier is selected, the Town will implement a public education program. A public education plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Program, to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for

participation in the Program.

The Town will develop a detailed timeline for the public education plan as the launch gets closer, and the public education plan for the launch will include both broad-based efforts aimed at promoting awareness of the Program across the entire community and opt-out documents (“~~Consumer~~Customer Notification Documents”) mailed to every Eligible Customer.

- Broad-based efforts: The broad-based efforts will take advantage of traditional media, online media, and events to ensure as many people as possible learn about the aggregation. See **Attachment A** for detail on the broad-based efforts and an initial timeline and exemplar marketing materials.
- Customer Notification Documents: Customer Notification Documents (also known as opt-out documents) will be mailed to every Eligible Customer. The Customer Notification Documents will have the appearance of an official communication of the Town, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Customer Notification Documents will include:
 - an opt-out notice (“Customer Notification Letter”) that 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 Town'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 Customer Notification Letter will be made available in English.
 - ~~The Consumer Notification Documents will also include the Language Access Document, an opt-out reply card, and which a postage paid return envelope. The Language Access Document~~ will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number
 - an opt-out reply card, and
 - a postage-paid return envelope.

Exemplar copies of the Customer Notification Documents are included in **Attachment B**.

The Town requested a waiver to provide a Contract Summary Form directly to each customer and instead (1) to include in the Customer Notification Letter and Renewal Notification Letter (a) all of the information included on the Department’s Contract Summary Form and (b) a statement informing readers that Product Summary Forms for each Program product are available on the Program website and by calling the Customer Help Line and (2) to notify any customer proactively enrolling in the Program that Product Summary Forms for each Program product are available on the Program website

and by calling the Customer Help Line. The Department has granted the Town's request for a waiver from this requirement.

The Customer Notification Documents will be designed by the Aggregation Consultant and the Town and printed and mailed by the Competitive Supplier, who will process the opt-out replies. Eligible Customers will have 33 days from the date of mailing the Customer Notification Documents 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 (i.e. 37 days total from mailing before enrollment).

~~Information about the~~The Program will be made available in multiple languages where appropriate, and the program will seek to ensure that Eligible Customers with disabilities and limited English proficiency have full access to the Program information and are informed of their rights and obligations under the Program. See Attachment A for detail on the Program's language and accessibility measures, how the Program will reach Eligible Customers with limited English proficiency and persons with disabilities.

The Program materials will include required disclosures, including that savings cannot be guaranteed, and other notices as described in **Attachment A**.

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.

In the event the Town seeks to inform customers currently on competitive supply about the Program, the Town 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.

IV.b.iii. Enroll customers and provide service

1. Enroll Customers: After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Customer Notification Documents), 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.

2. Provide Service: 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 Town intends to solicit a new power supply agreement.

When new customers open an account in the Town, they will receive the Customer Notification Documents consistent with Section IV.b.ii. At the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out. New customers may proactively enroll by contacting the Program directly. As outlined in Section IV.b.ii, customers proactively enrolling will be informed that a Product Summary Form for their product is available on the Program website and by calling the Customer Help Line.

-IV.b.iv. Provide on-going outreach and education, including quarterly disclosure labels:
The primary vehicle for providing continuing information will be the Program website which will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or audio impairment. Changes in prices and REC content for Program products will be communicated through postings on the Program and Town websites, media releases, social media, a physical posting in City buildings and a direct mail notice (See Section IV.d for changes due to a new or amended ESA, including a regulatory event and Section IV.g. for changes due to Program termination). The Program website will be updated quarterly with the then-current large business basic service rates and every six months with the then-current residential and small business basic service rates. See Attachment A for additional detail on on-going education and outreach.

As part of its ongoing service, the Town will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06, the Town 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, and postings at municipal offices and on the Program website.~~ The Town 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.~~ below:

- Each quarter, the Town will publicize the availability of the disclosure label on the Town website with a link to download a PDF of the disclosure label along with explanatory text such as:
“Boxford Community Electricity, the Town’s electricity Program, has posted the latest Electricity Disclosure Label in the Resources section on the Program website. The Label provides detail on the energy mix for all Program options. The Label is updated quarterly, and the most recent Label is always available on the Program website: [URL] or by request at [Customer Support #].”
- For Quarter 1, the Town will issue a press release with a link to the Program website
- For Quarter 2, the Town will post a notice on the Town’s primary social media account
- For Quarter 3, the Town will post physical notice and disclosure label at the Council on Aging, the Town’s library branches and the Town bulletin board
- For Quarter 4, the Town will submit a notice to the Town’s local access TV station

Collectively, these notifications will cover a diverse range of communication channels and serve to reinforce awareness that the latest label can always be found on the Program website or via phone request.

The notifications of the quarterly disclosure will be made by May 7 for Quarter 1, by August 7 for Quarter 2, by November 7 for Quarter 3 and by February 7 for Quarter 4.

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 Program participants as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

IV.b. ~~iv~~-v. Annual Report: On an annual basis, the Town will report to the Department and the DOER on the status of the 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.

IV.c. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA. The then-current Program supply charges may be found on the Program website, BoxfordElectricity.com and on the Product Summary Forms on the Program website and by calling the Customer Help Line.

The primary cost will be the charges of the Competitive Supplier for the power supply, which will include the cost of any additional RECs above the RPS. 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 Plan, 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.

In addition, the Town may direct the competitive supplier to include in the supply price an Operational Adder of up to \$0.001 per kilowatt-hour to be payable by the competitive supplier to the Town. Funds collected through the Operational Adder shall be used to support the operational costs of the Program, including, for example, 1) additional REC purchases and related obligations such as escrow accounts and other sureties; and 2) other forms of support for local energy projects that create benefits for Program participants. If the Town chooses to implement the Operational Adder, the Program website and ~~opt-out letter~~Customer Notification Letter will note that the supply price includes that Adder.

IV.d. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the Commission Fee and applicable taxes pursuant to the ESA and may include the Operational Adder. The inclusion of the Operational Adder and its amount will be determined after the receipt of bids from competitive suppliers. Additionally, power supply charges may include credits or discounts applicable to certain rate classes (for example, from a Low-Income Community Shared Solar program), provided, however, that the credit or discount is applied only to the electric supply portion of the customer bill. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. Prices may change as specified in the winning bid or as the result of the Town entering into an amended or new ESA. ~~Customers will be notified of price changes through media releases and postings on the aggregation web site at least 30 days prior to the effective date of the price change.~~

At least thirty days prior to the effective date of a price change, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product. Such notifications will comply with all Department language access and design requirements, and will inform Program participants that they may opt out of the Program at any time and return to basic service at no charge. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Town regarding customer's participation in the Program.

If the Town seeks to change the voluntary renewable energy content for any product, it also will notify Program participants of the change as described above. Customers enrolled in an optional opt-in that will change renewable energy content in the new ESA will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be enrolled in the new standard product. Customers enrolled in the standard opt-out product or an optional opt-in product that will maintain the same renewable energy content in the new ESA will be notified that they will be renewed in their current product under the new ESA unless they opt-out.

The direct mail notification for the price change ("Price Change Documents") will have the appearance of an official communication of the Town and will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Price Change Documents will include:

- Renewal Notification Letter: the Renewal Notification Letter is substantially similar to the Customer Notification Letter, particularly in that it will identify price, term and renewable energy content of the current product in which the customer is enrolled, the product into which the customer will be enrolled if the customer takes no action, and the price, term and renewable energy content of the new product or products(s) available via the Program. The Renewal Notification Letter has two versions, one for customers that will automatically renew in their current product at the new price and one for customers

that will automatically enroll in the standard product's new price. See Attachment B for exemplar copies of the letters.

- Language Access Document, which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the program website address and toll-free number.

As more fully detailed in **Attachment A**, the Program website will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or auditory 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 Town and the Competitive Supplier will negotiate a potential change in the Program price. ~~At least 30 days prior to the implementation of any such change, the Town will notify customers of the change in Any resulting price by issuing a media release and posting notices on the Town and program websites. The notice change shall appear in a prominent location on the Town's website with a link to the aggregation website, also be communicated to Program participants as described above.~~ The Town 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 Town and Program websites and any other communications the Town 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~~ customers, 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.

IV.e. 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 Town plans to use the same process described in **Section IV.b.** 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 Local Distribution Company using established Electronic Data Interchange

(EDI) protocols.

If the Town 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 Town will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which the Town determines to be in the best interest of its customers and consistent with all applicable local, state and federal laws and regulations.

IV.f. 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 toll-free 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 Town, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Town 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 Local Distribution Company 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.

IV.g. Extensions or Termination of Program

At least 90 days prior to the end of the term of the initial ESA, the Town will solicit bids for a new supply agreement and plans to continue the Program with the same or new competitive supplier.

Although the Town 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 to dissolve the Program effective on the end date of the existing 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 Town will notify customers of a planned termination of the program through media releases and postings on the Program website.~~

At least thirty days prior to the termination, Program participants will be informed through

postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notification that complies with all Department language access and design requirements. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Town regarding customer's participation in the Program.

The Town will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Town 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 Town 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 Town 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.

V. Substantive Requirements

V.a. 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~~ the Customer Notification Documents 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-small business~~ New Eligible Customers will be enrolled at the same price as the existing customers. All other ~~commercial and industrial customers~~ (medium to very large) business New Eligible Customers 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.

V.b. 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, 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 the Program start, the Program will distinguish between (1) new residential and small ~~commercial~~business customers, who will receive the ~~standard~~-Program pricing, and (2) all other ~~commercial~~medium, large and ~~industrial~~very large business customers, who may receive pricing based on ~~then-current~~ 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~~business customers will receive the ~~standard~~-Program pricing and all other ~~commercial~~medium, large and ~~industrial~~very large business customers may pay a price based on the then-current market ~~rates~~prices.
- b. Opt-in customers that join the Program after having previously opted out may be offered a price based on then-current market ~~rates~~prices rather than the ~~standard~~-Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and basic service of the Local Distribution Company.

The following is a summary of the enrollment ~~process~~procedures and pricing ~~by customer class~~under various scenarios.

Enrollment ~~Process~~Procedures

Enrollment scenario	<u>Enrollment Procedures</u> All Customer Classes
Eligible Customers at Program launch	<p><u>All Customers</u> A Customer Notification Letter Documents 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 in the standard product.</p>
New Eligible Customers identified after Program launch	<p><u>Residential and Small Business Customers</u> A Customer Notification Letter Documents 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 in the standard product.</p> <p><u>Medium, Large and Very Large Business Customers</u> <u>Same as above except Customer Notification Documents will include then-current market-based prices</u></p>
Customers who opted out and later want to enroll	<p><u>All Customers</u> Customers may request enrollment in any Program product by contacting Program customer support or the Competitive Supplier, <u>who will provide then-current market-based prices</u>.</p>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><u>All Customers</u> Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier.</p>
<p><u>All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.</u></p>	<p><u>All Customers</u> <u>At least thirty days prior to the effective date of a price change under a new ESA, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product, in accordance with Section IV.d above. Customers enrolled in an optional opt-in that</u></p>

	<p><u>will change renewable energy content in the new ESA will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be enrolled in the new standard product. Customers enrolled in the standard opt-out product or an optional opt-in product that will maintain the same renewable energy content in the new ESA will be notified that they will be renewed in their current product under the new ESA unless they opt-out.</u></p>
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Pricing Summary

Enrollment Scenario	<u>Enrollment Procedures</u> Customer Classes
Eligible Customers at Program launch	<p>All Customers <u>Classes</u> Standard contract<u>Program</u> pricing for all product offers.</p>
Customers who opted out and later want to enroll	<p>All Customers <u>Classes</u> Market-based pricing based on <u>then-current wholesale prices and Competitive Supplier costs</u> market conditions at the time the customer wants to enroll. <u>The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</u></p>
New Eligible Customers identified after Program launch	<p>Residential and Small Business Customers <u>C&I</u>, Standard contract<u>Program</u> pricing for all product offers.</p> <p>Medium, Large & Very Large C&I <u>Business Customers</u> Market-based price based on <u>then-current wholesale prices and Competitive Supplier costs</u> market conditions at the time the customer wants to enroll. <u>Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</u></p>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p>Residential and Small C&I <u>Business Customers</u> Standard contract<u>Program</u> pricing for all product offers.</p> <p>Medium, Large and Very Large C&I <u>Business Customers</u> <u>Market-based pricing based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</u> Customers</p>

	may enroll in the program by contacting Program customer support or the Competitive Supplier.
<u>All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.</u>	<u>All Customers Program pricing for all product offers.</u>

V.c. Reliability

Reliability has both physical and financial components. The Program will address both through the Electricity Supply Agreement (“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 customer, 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 Local Distribution Company 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.

VI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received all necessary approvals.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare retail electric customer data of the Town; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.

44	Competitive Supplier receives retail electric 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 retail electric customers, identifying the return date (no earlier than 33 days from 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	Return date by which Eligible Customers deciding to opt-out must postmark the reply card in a pre-paid envelope to the 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 <u>Program participants</u>
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date

VII. Conclusion

~~Boxford’s Aggregation Program, Boxford Community Electricity, 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 Town 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, recognizing that savings cannot be guaranteed.~~