

## I. Overview

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

By offering the Program, the Town will become a Municipal Aggregator. Through the Program, the Town will provide new electricity supply options to Boxford residents and businesses. The Electric 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 default product and optional products. At launch, all Eligible Customers<sup>1</sup> will be automatically enrolled in the Program’s default product unless they exercise their right to opt out or choose an optional product. Once the Program is operational, 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 Electric 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 rates at all times, because Basic Service rates 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 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

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<sup>1</sup> 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.

of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

## 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. 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 Electric Distribution Company, National Grid, and monitoring the supply contract.
- 3. Creation of a Draft Plan & Public Review:** Boxford prepared a Draft Plan, including an Education Plan, Opt-Out Documents and Price Change Documents, and made it available for citizen review beginning on December 7, 2021, through January 18, 2022. The Town presented an overview of the plan and announced the public review on December 6, 2021. An electronic copy was available for download on the Program webpage, which was linked to from the Town of Boxford's homepage, starting on December 7, 2021. Recording of the December 6, 2021 Board of Selectmen presentation was made available on the Program website. Printed copies were available at the office of the Town Administrator and the library beginning on December 14, 2021.

The Town publicized the review period and public hearing through 1) announcement of public review period hearing posted on Town website (News), 2) posting on the Town's social media page, 3) running a notice on Boxford's cable TV station, 4) flyers were posted in West Village Provisions community bulletin board, near post office of East Village store, and outside Senior Center during the public review period and 5) a notice was included in the Town Administrator's newsletter from "Issue 2 – Winter 2022."

- 4. Public hearing on Draft Plan:** Boxford held a public hearing to receive comments from citizens on the Plan on 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. The Town submitted a draft of the Plan to DOER in February 2022, and Boxford municipal officials and their Aggregation Consultant met with DOER to discuss that draft on June 6, 2022. Attendees at the June 6, 2022 meeting included: Matt Coogan, Town Administrator representing the Town of Boxford, James Corcoran representing DOER, and Scott Mueller and Patrick Roche representing Good Energy, L.P.

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

- 6. Second Public Review Period and Public Hearing:** The Department issued multiple orders affecting aggregation plans while the Town was awaiting DOER review. To comply with those orders, Boxford revised the Plan in mid-2022, primarily in response to the City of Fitchburg Order (D.P.U. 20-117) and then released an updated copy for public review on July 12, 2022. An electronic copy was available for download on the Program webpage, which was linked to the Town of Boxford's homepage, starting on July 12, 2022. Printed copies were available at the office of the Assistant Town Administrator and the library beginning on July 28, 2022.

The Town ran a notice on Boxford's cable TV station and highlighted the public review period and public hearing via Newsflash on August 23, 2022. The Program website also included an automatic translation feature and contained a description of the Program operations and products. The content on the Program website also supported those needing audio assistance because they may prefer to read material. For those needing visual assistance, the Town posted the recording of the July 11, 2022 Select Board presentation on its Program website.

The Town held a public hearing on August 29, 2022.

- 7. Local approval of Plan:** The Select Board approved the Plan on August 29, 2022.
- 8. Submission of Final Plan to Department of Public Utilities:** Before being implemented, the Plan must be reviewed and approved by 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 will offer a default and optional electricity supply products. Eligible Customers are automatically enrolled in the default product unless they opt-out of the Program or affirmatively choose one of the optional products.

All products will include the minimum amount of renewable energy resources as required each year by the Commonwealth of Massachusetts.<sup>2</sup> Some products will include additional renewable energy resources that exceed the minimum amount required by the Commonwealth. All

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<sup>2</sup> 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>.

purchases of additional renewable energy in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.<sup>3</sup>

The products may vary based on the amount of renewable 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 energy may include:

- The minimum amount of renewable energy resources required by the Commonwealth
- Up to three different levels of renewable energy resources that each exceed the minimum amount required by the Commonwealth

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 Electric Distribution Company billing system.

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

Default product: The default product, Boxford Standard, will include more RECs than the minimum amount required by the Commonwealth, up to 100% total RECs. The goal for this product is to include as many additional RECs as possible, at an affordable price that will result in high participation. At launch, Boxford Standard is expected to include RECs in an amount that is 10% greater than the minimum amount required by the Commonwealth, with the exact amount to be determined by the Select Board or the designee(s) of the Select Board after the receipt of bids from Competitive Suppliers. The price will be non-time varying. The percentage of RECs may change after it is established in the initial bid. Customers will be notified before any such change.

Optional Products:

- Products with additional RECs: The Program may offer two optional products that exceed the minimum amount of renewable energy resources required by the Commonwealth and that will be non-time varying.
  - Boxford Mid: If offered, Boxford Mid will include RECs in an amount that is halfway between the minimum amount of renewable energy resources required by the Commonwealth and 100% RECs, called Boxford Mid. The goal for Boxford Mid is to provide an option with even more RECs than Boxford Standard but less than Boxford 100, and which therefore costs less than Boxford 100. The decision on whether to offer Boxford Mid will be made by the Select Board, or the

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<sup>3</sup> 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.

designee(s) of the Select Board, after the receipt of bids from competitive suppliers. Such decision will include an assessment of whether there would be sufficient value to the community to offer a third product with more RECs than the minimum amount required by the Commonwealth. If the Town elects not to offer Boxford Mid in a subsequent ESA, Boxford Mid customers will be notified that they must affirmatively re-enroll in the Program (See section IV.d).

- The Town will offer product with 100% RECs, called Boxford 100. The goal of Boxford100 is to provide an option with the most RECs in the program.
- Product with no additional RECs: The Program will offer one optional product with the minimum amount of renewable energy resources required by the Commonwealth, called Boxford Basic. The goal of Boxford Basic is to provide an option that costs less than the default product, Boxford Standard.

The Plan's description of Boxford Mid and Boxford 100 means that as the minimum amount of renewable energy resources required by the Commonwealth increases annually, the number of voluntary Massachusetts Class I RECs in each product will adjust accordingly to match the products' respective descriptions for total RECs.

All RECs for additional renewable energy above the 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", 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 their designee(s). The Select Board or their designee(s) 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 their designee(s). Their responsibilities will include

managing the supply procurement, developing and implementing the public education plan, interacting with the Electric Distribution Company and monitoring the supply contract and providing Program customer support, including addressing customer complaints. 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, about billing, to enroll, change product or opt-out and to 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 Select Board 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 their designee(s) 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 approval of the Plan by the Department, 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 Opt-Out Documents, and 3) enroll Eligible Customers and provide service, 4) provide on-going customer education, including quarterly notifications, and 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 Select Board or their designee(s), 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, Competitive 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 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 Electric Distribution Company

The Town will solicit price bids from Competitive 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 default product 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 their 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 Select Board, 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 Competitive Supplier as other members of the Buying Group. If none of the bids is satisfactory, the Select Board or their designee(s) 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 Competitive Supplier that is fully consistent with its Department-approved Plan and Department directives.

#### ***IV.b.ii. Implement public education program for Program launch including Opt-Out Documents***

Once a winning Competitive 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 (“Opt-Out 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.
- Opt-Out Documents: Opt-Out Documents will be mailed to every Eligible Customer. The Opt-Out 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 Opt-Out Documents will include:
  - an Opt-Out Notice 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 Electric 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 Opt-Out Notice will be made available in English.
  - the 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.
  - an opt-out reply card, and
  - a postage-paid return envelope.

Exemplar copies of the Opt-Out Documents are included in **Attachment B**.

The Town has requested a waiver to label the Contract Summary Form as the Product Summary Form, and to include in the Opt-Out Notice and Renewal Notice all of the information included on the Department’s Contract Summary Form. Exemplar Product Summary Forms are included in **Attachment B**. The Department has granted the Town’s request for a waiver from this requirement, subject to filing for final approval by the Department.

The Opt-Out 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 Opt-Out 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).

The Program will 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 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 Opt-Out 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 Electric 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 Eligible 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 Opt-Out 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. Customers proactively enrolling will be sent a Product Summary Form for the product they select.

***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 auditory 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 Town 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. 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<sup>4</sup> described 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 #].”

- Each quarter, the Town will issue a press release with a link to the Program website
- Each quarter, the Town will post a notice on the Town’s website with a link to the Program website
- Each quarter, the Town will post a notice on all social media accounts run by the Town
- Each quarter, the Town will post physical notice and disclosure label at the Council on Aging, the Town’s library branches and the Town bulletin board
- Each quarter, the Town will submit a notice to the Town’s local access TV station

All notices listed will contain, at a minimum, the same explanatory text quoted above.

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.

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<sup>4</sup> The Plan, containing this alternative disclosure strategy, will be posted on the Program website.

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 request for a waiver from the information disclosure requirements, subject to the Town's demonstration in each Annual Report to the Department that it has provided the same information to Program participants as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

#### ***IV.b.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](http://BoxfordElectricity.com) and on the Product Summary Forms on the Program website and by calling the Competitive Supplier.

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. This will also include the cost of required mailings to Eligible Customers and Participating Customers. 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 Program support, interacting with the Electric 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) enhanced customer education regarding energy bills and the environmental impacts of electricity use. If the Town chooses to implement the Operational Adder, the Program website and Opt-Out Notice will note that the supply price includes that Adder.

The Operational Adder is intended solely to fund operational costs associated with implementing

the Program. The Town has not determined whether to implement the Operational Adder at launch and at what level. The Select Board or their designee(s) will make such a decision after receiving supply price bids and assessing the budget needs for the use of the funds together with the incremental value the Town could create for Program participants using Operational Adder funds. The Town will comply with municipal finance law regarding any funds collected through the use of an Operational Adder.

With regard to the operational adder, “additional REC purchases” means the purchase of RECs for the Program by the Town using Operational Adder funds. “Enhanced customer education regarding energy bills and the environmental impacts of electricity use” means customer education in addition to the Department-required education, which is provided by the Aggregation Consultant. This enhanced education could include one-on-one sessions for vulnerable residents and deeper education about the environmental impacts of participating in the Program compared to residents’ other energy choices.

#### **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 Commission Fee was set through the Consultant selection process. The inclusion of the Operational Adder and its amount will be determined after the receipt of bids from Competitive Suppliers. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the customer classes of the Electric 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.

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 for Program products and the then-applicable Basic Service rate. 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 product that will change voluntary 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 default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default opt-out product or an optional opt-in product that will maintain the same voluntary 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.

If the Town seeks to change the Competitive Supplier, it also will notify Program participants of the change as described above.

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 Notice:** the Renewal Notice is substantially similar to the Opt-Out Notice, particularly in that it will identify the product into which the customer will be enrolled if the customer takes no action, contain the price, term and renewable energy content of the new product or products(s) available via the Program as well as the then-applicable Basic Service rate. The Renewal Notice has two versions, one for customers that will automatically renew in their current product at the new price and one for customers that will be returned to Basic Service unless they make an affirmative selection. See **Attachment B** for exemplar copies of the notices.
- **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. Any resulting price change shall also be communicated to Program participants as described in the Price Change Documents above, and such notice will contain the then-applicable Basic Service rate. 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 Electric Distribution Company, including low-income discounts provided to low-income 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 Electric 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. At least thirty days prior to the effective date of a price change in a subsequent ESA, Program participants will be informed through posting 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 content and applicable price, term, fees and renewable energy content of their current product. The transfer of customers from the existing supplier to the new supplier will be coordinated with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols.

If the Select Board determines that it requires the services of an Aggregation Consultant after expiration of the existing agreement with Good Energy, the Select Board 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 Select Board will solicit proposals for, and evaluate, potential Aggregation Consultants using a competitive procurement process or alternative procedure which the Select Board 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 receive all-requirements power supply, as noted in Section IV.b.iii.

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 Electric Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another Competitive Supplier.

All participants may change Program products at any time, without penalty, by contacting Program customer support or the 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 Electric Distribution Company and the Department. As appropriate, the Select Board or their designee(s) and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Electric 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 Electric 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.

Participants will be notified of any price, product or Competitive Supplier changes as described in Section IV.d.

Non-participants residing in the Town may join the Program at any time, either through the opt-out process or opt-in process described in Section V.b. and receive the pricing as described in Section V.b.

#### **IV.g. Extensions or Termination of Program**

At least 90 days prior to the end of the term of the initial ESA, the Town, under the direction of the Select Board or their designee(s) 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 Electric Distribution Company, unless they choose an alternative Competitive Supplier.

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 (1) the service list for the docket in which the Department approved the Municipality's Plan, (2) the Director of the Department's Consumer Division, and (3) Electric Distribution Company of the planned termination or extension of the Program. In particular, the Town will provide the Electric 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 Electric 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 electricity customers in the Town will have access to the Program, and they may join the Program either through the opt-out process or opt-in process described in Section V.b. and receive the pricing as described in Section V.b.

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 Electric Distribution Company. New Eligible Customers will receive the Opt-Out Documents and at the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out.

Residential and small business New Eligible Customers will be enrolled at the same price as the existing customers. All other 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

Electric Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the default 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 Eligible Customers and b) new Eligible Customers that move into the Municipality after the Program start-date.

- a. Eligible Customers that enroll at the Program start will receive the 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 business customers, who will receive the Program pricing, and (2) all other medium, large and 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: (1) residential and small business customers will receive the Program pricing; and (2) medium, large and very large business customers will pay a price based on then-current market prices.
- b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market prices rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Basic Service of the Electric Distribution Company.

The following is a summary of the enrollment procedures and pricing under various scenarios.

(see next page)

**Enrollment Procedures**

Enrollment Scenario	Enrollment Procedures
Eligible Customers at Program launch	<p><i>All Customers</i></p> <p>Opt-Out 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 default product.</p>
New Eligible Customers identified after Program launch	<p><i>Residential and Small Business Customers</i></p> <p>Opt-Out 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 default product.</p> <p><i>Medium, Large and Very Large Business Customers</i></p> <p>Same as above except Opt-Out Documents will include then-current market-based prices</p>
Customers who opted out and later want to enroll	<p><i>All Customers</i></p> <p>Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier, who will provide then-current market-based prices.</p>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>All Customers</i></p> <p>Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier.</p>

(continued next page)

Enrollment Scenario	Enrollment Procedures (Continued)
<p>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.</p>	<p><i>All Customers</i>  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 the then-applicable Basic Service rate, in accordance with Section IV.d above. Customers enrolled in an optional opt-in product that will change voluntary 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 default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default opt-out product or an optional opt-in product that will maintain the same voluntary 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.</p>

**Pricing Summary**

Enrollment Scenario	Pricing
<p>Eligible Customers at Program launch</p>	<p><i>All Customers</i>  Program pricing for all product offers.</p>
<p>New Eligible Customers identified after Program launch</p>	<p><i>Residential and Small Business Customers</i>  Program pricing for all product offers.   <i>Medium, Large &amp; Very Large Business Customers</i>  Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</p>
<p>Customers who opted out and later want to enroll</p>	<p><i>All Customers</i>  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.</p>

Enrollment Scenario	Pricing (continued)
<p>Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends</p>	<p><i>Residential and Small Business Customers</i>  Program pricing for all product offers.</p> <p><i>Medium, Large and Very Large Business Customers</i>  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.</p>
<p>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.</p>	<p><i>All Customers</i>  Program pricing for all product offers.</p>

**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 Electric 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 Electric 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.

The Municipality’s consultant will be a Massachusetts licensed electricity broker and has the following technical expertise necessary to operate the municipal aggregation program: history of successful approval of aggregation plans before the Department, multiple years managing active municipal aggregation programs in the state, staff expertise in electricity procurement, education and outreach, customer support, and electricity supply regulations and rules, and ability to provide legal expertise for the aggregation plan and ESA.

## 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 Electric Distribution Company to prepare retail electric customer data of the Town; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Electric Distribution Company.
44	Competitive Supplier receives retail electric customer data from Electric Distribution Company
48	Competitive Supplier, at its expense, mails Opt-Out Documents 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 Documents in the mail
63	Competitive Supplier completes EDI testing with Electric 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 Program participants
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date

## Attachment A - Education & Outreach Plan

The following describes the Town of Boxford’s (the “Town”) Education & Outreach Plan to fully inform and educate potential participants about their opportunities, options and rights for participation in the aggregation program (“Program”). Eligible Customers (as defined in Section I of the Plan), including Eligible Customers with limited English language proficiency and disabilities, must be informed that they will be automatically enrolled in the Program and that they will have the right to opt-out of the Program without penalty. The Education & Outreach Plan has the following parts:

1. Program Launch Outreach & Education
2. On-Going Outreach & Education
3. Approach to Overall Education & Outreach
  - 3.1. Enrollment & Pricing
  - 3.2. Required Disclosures & Notices
  - 3.3. Outreach to Persons with Disabilities and Limited English Proficiency
  - 3.4. Limitations on Supplier Communications

### **1. Program Launch**

The Town has prepared a marketing plan and timeline that identifies the steps that it will take to implement the broad-based public education efforts and send out the opt-out documents (“Opt-Out Documents”). The schedule is designed to work towards the estimated date when Eligible Customers will be enrolled in the Program.

<b>From estimated date that Electricity Supply Agreement is executed (i.e. Day 31 per Exhibit 1, Section V. Planned Schedule)</b>		
Action	Start Day	Finish Day
A. Launch Program website	Already Complete	-
B. Update Program website	32	Ongoing
C. Work with local media resources	32	80
<ul style="list-style-type: none"> <li>• <i>Issue press release/contract announcement to Newspapers and TV Stations</i></li> </ul>	35	37
<ul style="list-style-type: none"> <li>• <i>Press releases expected publication in Newspapers Radio and TV Stations</i></li> </ul>	38	50
D. Active social media outreach	35	80
E. Presentations	35	80
<ul style="list-style-type: none"> <li>• <i>Presentations to community groups as desired</i></li> </ul>	35	80
<ul style="list-style-type: none"> <li>• <i>Community-wide presentation after Opt-Out Documents mail</i></li> </ul>	55	-

F. Distribute Program details to local groups including marketing materials/brochure	35	50
G. Program customer support line & Competitive Supplier phone line	44	Ongoing
H. Mail postcard to all Eligible Customers	44	-
I. Mail Opt-Out Documents to all Eligible Customers	48	0
J. Earliest date Program enrollments may commence.	85	

Sections 1.A through 1.I provide detail on each of the outreach elements identified in the table above.

### 1.A Launch Program Website

All information regarding the Program will be posted on the Program website. The Town's website will include, in a prominent location, basic information about the Program with a link to the Program website. For the duration of the Program, the Program website will provide access to all Plan documents, as may be updated from time to time, including the approved Plan, Education Plan, Opt-Out Documents and education materials. The Program website will have links to the website of the Electric Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier. The current supply prices for each Program product can be found at the Program website, [BoxfordElectricity.com](http://BoxfordElectricity.com).

### 1.B. Update Program Website

The Program website (**Attachment A-4**) will be updated to include information on the product options, including pricing, term length, renewable energy (i.e., “RECs”); as well as enrollment, opt-up and opt-out forms and phone numbers.

### 1.C. Press Release and Work with Local Media Resources

The Town will develop press releases (**Attachment A-2**) to provide to local media resources, including newspapers and public access TV.

- *Area Newspapers:* The Town will work with the *Chronicle Transcript (Wicked Local Chronicle Transcript)* because they are easily accessible to community members and will be able to disseminate accurate and timely information about the Program. . As part of this targeted outreach to these papers, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications.

- Local Public Access Television: The Town intends to work with BCATv (*Boxford Cable Access Television*). Boxford can record interviews about the Program and create Public Service Announcements to share information regarding the Program in upcoming town meetings that are televised.
- Municipal Staff Interviews: Develop Q&A Scripts (**Attachment A-3**) and prepare municipal staff or volunteers for interviews.

#### **1.D. Active Social Media Outreach (Attachment A-5)**

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program website. In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep Eligible Customers 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 Boxford staff. These accounts may include: *Town of Boxford page on Facebook, Town Administrator’s report E-Alert, and Boxford Library on Twitter (@Boxfordlibrary)*. These outlets were selected as well-followed or subscribed channels by residents and businesses for official Town news.

Monitor various channels such as Facebook and Instagram 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 community. These accounts may include: *Boxford Residents and Boxford 2.0 Facebook groups*

#### **1.E. Presentations (Attachment A-6)**

Provide community-wide presentation (**Attachment A-6**) and any other presentations that may be desired by community groups or Select Board.

- Local Groups: Connect with local groups and associations to see if representatives of the Town can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with customers 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: *Boxford Sustainability Committee*, a formal committee within the Town of Boxford that works on clean energy initiatives and actions to reduce climate change and was chosen because it could be helpful in spreading the word about the Program; *Council on Aging*, which was chosen because they provide an abundance of services and resources to seniors living in the community and could be a strong avenue to provide information about the Program to senior citizen residents; *BTA/BOLT-Boxford Trails Association/Boxford Open Land Trust* (<https://www.btabolt.org>), the Boxford Trails Association/Boxford Open Land Trust is an all-volunteer, nonprofit organization, dedicated to conserving and protecting environmentally and aesthetically important land and habitat, including fields, forests, wetlands, and trails, preserving the nature of

Boxford. BTA/BOLT board members and volunteers monitor many land parcels and maintain the extensive Boxford trail system. This organization was chosen because these volunteers could be a good resource to spread information locally regarding the Program; *Green Team-Environmental Club at Masconomet High School*, this group was selected to reach young adults/high school students interested in the environment, clean energy, and sustainability, to educate them about the Program to help spread the word to their peers; *and Rotary Club of Boxford, Topsfield and Middleton* (<https://www.facebook.com/tbmrotary>), this group was selected to lead outreach to and connection with the business community; presenting to the *Greater Haverhill Chamber of Commerce* can also start dialogue with the business community 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 meetings they may have.

#### **1.F. Distribute Program details to local groups including marketing materials/brochure (Attachment A-7)**

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, *Boxford Town Library*, *Council on Aging* and the *East and West Centers* and offer to local groups identified in 1.E. These locations were selected as high traffic areas where community information is often posted.

#### **1.G. Program Customer Support Line & Competitive Supplier Phone**

Establish customer helplines with the Competitive Supplier and Aggregation Consultant to answer customer inquiries. Help lines will be maintained for the duration of the program.

#### **1.H. Mail Postcard to all Eligible Customers (Attachment A-8)**

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Consumer Notification Documents.

#### **1.I. Mail Opt-Out Documents to all Eligible Customers (Exhibit 1, Attachment B)**

Opt-Out Documents (also known as opt-out documents) will be mailed to every Eligible Customer. The Opt-Out 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 Opt-Out Documents will include:

- an Opt-Out Notice (“Opt-Out Notice”) 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 Electric Distribution Company, National Grid. 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 notice will also notify eligible customers that the current Basic Service rates can be found by visiting [www.mass.gov/info-details/basic-service-information-and-rates](http://www.mass.gov/info-details/basic-service-information-and-rates) or by calling National Grid at 800-322-3223.

- the 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.
- an opt-out reply card, and
- a postage-paid return envelope.

Exemplar copies of the Opt-Out Documents are included in **Attachment B**.

The Town requested a waiver to provide a Contract Summary/Product Summary Form directly to each customer and instead (1) to include in the Opt-Out Notice and Renewal Notice (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.

The Opt-Out 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 Opt-Out 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).

## **2. Ongoing Outreach and Education**

The Town will continue outreach and education for customers after enrollment in the 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 Town. The types of information the Town will 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 customer inquiries, details regarding the Program's electric supply and renewable attributes, and energy source disclosure labels.

### **2.A. Revisions to Programs & Prices**

All 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 Town buildings and a direct mail notice. The communication will be made at least thirty days

prior to the effective date of the price or REC change, and Program participants will be informed of the new price, term, fees, renewable energy content and contain the then-applicable Basic Service rate, in compliance with all Department language access and design requirements, and will be informed that they may opt out of the Program at any time and return to Basic Service at no charge.

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 Notice:** the Renewal Notice is substantially similar to the Opt-Out Notice, particularly in that it will identify, the product into which the customer will be enrolled if the customer takes no action, and contain the price, term and renewable energy content of the new product or products(s) available via the Program and contain the then-applicable Basic Service rate. The Renewal Notice has two versions, one for customers that will automatically renew in their current product at the new price and one for customers that will be returned to Basic Service unless they affirmatively re-enroll in the Program. See **Exhibit 1, Attachment B** for exemplar copies of the notices.
- **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.

If, after Program launch, 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. Any resulting price change shall be communicated to Program participants as described in the Price Change Documents above, and shall include the then-applicable Basic Service rate. 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.

If the Municipality enters into a new ESA, all current customers will be notified of any changes in price or renewable content of the product offerings as provided in above. 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 product that will change voluntary 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 default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the standard opt-out product or an optional opt-in product that will maintain the same voluntary 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.

## **2.B. Responses to Frequency Asked Questions**

The Town will update the Program website to add or revise content that will address frequently asked questions. The frequency of updates will be based on Town assessment of need.

## **2.C Program Goals & Performance**

Program goals and performance will be communicated via updates to the Program website. Additionally, the Program may include updates on goals and performance as part of any price change communications, defined in Section IV.d of the Plan, including the Renewal Notice (see **Exhibit 1, Attachment B** for exemplar Renewal Notice). Any updates on the Program's financial performance will include appropriate disclaimers per Section 3.B below. The frequency of updates to the Program website will be based on Town assessment of need. The Program may also conduct awareness campaigns for goals to increase participation in optional products that have more renewable energy resources than the minimum amount required by the Commonwealth. Such campaigns will utilize flyers and bookmarks, lawn signs, social media postings, participation in local events and virtual and in-person meetings. The frequency of such campaigns and methods to be used will be determined by the Town based on its assessment of the need and optimal timing.

## **2.D Rights and Procedures for Program Participants**

The Program website will document the rights of Program participants, including the right to opt-out at any time without penalty, and will document the procedures for enrolling, changing products and opting-out. Additionally, the Program website will house a copy of the Plan and Electric Service Agreement (ESA) for the public to view all of the rights and procedures contained therein. Rights and applicable enrollment procedures will be communicated:

- To Program participants, when the Program transitions to a new ESA, via the Renewal Notice, defined in Section IV.d of the Plan, (see also **Exhibit 1, Attachment B** for exemplar Renewal Notice); and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment B** for exemplar Opt-Out Notice).

## **2.E Contact Information for Customer Inquiries**

The Program website will provide phone and email contact information for customer inquiries. Additionally, contact information for customer inquiries will be communicated:

- To Program participants, when the Program transitions to a new ESA, via the Renewal Notice, defined in Section IV.d of the Plan, (see also **Exhibit 1, Attachment B** for exemplar Renewal Notice); and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment B** for exemplar Opt-Out Notice).

## **2.F. Details Regarding the Program's Electric Supply and Renewable Attributes**

The Program website will provide information on the price, term length and renewable energy content of the Program products as both text on the Program website and as Product Summary Forms hosted on the Program website (see **Exhibit 1, Attachment B** for exemplar Product Summary Forms). Additionally, such information will be communicated:

- To Program participants, when the Program transitions to a new ESA, via the Renewal Notice, defined in Section IV.d of the Plan, (see also **Exhibit 1, Attachment B** for

- exemplar Renewal Notice); and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment B** for exemplar Opt-Out Notice).

New Eligible Customers moving into the Municipality after Program initiation initially will be enrolled in Basic Service with the Electric Distribution Company. New Eligible Customers subsequently will receive the same Opt-Out Documents as other Eligible Customers.

## **2.G. Quarterly Energy Source Disclosure Labels**

As part of its ongoing service, the Town will provide the quarterly disclosure 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. The Town will 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 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 #].”

- Each quarter, the Town will issue a press release with a link to the Program website
- Each quarter, the Town will post a notice on the Town’s website with a link to the Program website
- Each quarter, the Town will post a notice on all social media accounts run by the Town
- Each quarter, the Town will post physical notice and disclosure label at the Council on Aging, the Town’s library branches and the Town bulletin board
- Each quarter, the Town will submit a notice to the Town’s local access TV station

All notices listed will contain, at a minimum, the same explanatory text quoted above.

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 such request for a waiver from the information disclosure requirements, subject to the Town’s demonstration in each Annual Report to the Department that it has provided the same information to Program participants as effectively as the

quarterly mailings required under 220 CMR 11.06(4)(c).

### 3. Approach to Overall Education & Outreach

The outreach efforts described in this section apply to the Program launch as well as on-going outreach.

#### 3.A 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 procedures and pricing under various scenarios.

##### i. Enrollment

Enrollment Scenario	Enrollment Procedures
Eligible Customers at Program launch	<p><i>All Customers</i>            Opt-Out 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 default product.</p>
New Eligible Customers identified after Program launch	<p><i>Residential and Small Business Customers</i>            Opt-Out 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 default product.</p> <p><i>Medium, Large and Very Large Business Customers</i>            Same as above except Opt-Out Notice will include then-current market-based prices.</p>
Customers who opted out and later want to enroll	<p><i>All Customers</i>            Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier, who will provide then-current market-based prices.</p>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>All Customers</i>            Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier.</p>

Enrollment Scenario	Enrollment Procedures (continued)
<p>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.</p>	<p><i>All Customers</i>            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 the then-applicable Basic Service rate in accordance with Section IV.d of the Plan and provided in Section 3.B below. Customers enrolled in an optional opt-in product that will change voluntary 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 default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default product or an optional opt-in product that will maintain the same voluntary renewable energy content in the new ESA will be notified that they will be renewed in their current product unless they opt-out.</p>

ii. Pricing

Enrollment Scenario	Pricing
<p>Eligible Customers at Program launch</p>	<p><i>All Customers</i>            Program pricing for all product offers.</p>
<p>New Eligible Customers identified after Program launch</p>	<p><i>Residential and Small Business Customers</i>            Program pricing for all product offers.   <i>Medium, Large and Very Large Business Customers</i>            Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</p>
<p>Customers who opted out and later want to enroll</p>	<p><i>All Customers</i>            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.</p>

Enrollment Scenario	Pricing (continued)
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>Residential and Small Business Customers</i>                      Program pricing for all product offers.</p> <p><i>Medium, Large and Very Large Business Customers</i>                      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.</p>
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.	<p><i>All Customers</i>                      Program pricing for all product offers.</p>

### 3.B Required Disclosures & Notices

Savings Not Guaranteed - Any Program materials which include the Town’s 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 Town cannot guarantee that the Program will provide customers with prices lower than the Electric 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 Town.

Automatic Enrollment - All customer education materials (i.e., announcements, slides, scripts presentations and the Opt-Out Notice) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.

Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Electric Distribution Company to low-income consumers are not affected by the Program.

Competitive Supply Customers – To the extent the Town'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.

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 Basic Service rate in compliance with all Department language access and design requirements, and that informs

Program participants that they may opt out of the Program at any time and return to Basic Service at no charge.

Termination of the ESA - In the event an ESA is terminated as the result of a dispute over a Regulatory Event or New Taxes, and the Municipality does not obtain a replacement ESA, the Municipality will follow the procedures for termination of the Program under Section III (7) of the Plan. In the event the Municipality obtains a replacement ESA it will follow the procedures for termination of the existing ESA and extension of the Program under Sections IV.d and IV.e of the Plan.

### **3.C Outreach to Persons with Disabilities or Limited English Proficiency**

The Town will use 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.

As detailed in Section 3.B, all price change notifications will be in compliance with all Department language access and design requirements.

Persons with Disabilities - In addition to the Opt-Out Documents, the Town will use the Program website 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 Program website 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.

Persons with Limited English Proficiency - At the launch of the Program, the Town will include in its Opt-Out Documents 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.

The Town will also work with individuals who need language support as those needs are identified. The Town has identified those residents within the Town that speak English “less than very well” and that speak another language as their primary language, all of which are less than 1%. The percentages are based on a population of approximately 7,864 residents.

Based on this data, the Town intends to make Program information available in English. Non-English speaking customers can also access the Program website which includes a translation function that translates materials on the website into over 100 different languages.

Population speaking English less than very well		
Language Spoken at Home	Number of Speakers in Boxford	Percent of Total Boxford Population
Spanish or Spanish Creole	45	0.57%
Greek	11	0.14%
Persian	23	0.29%
Chinese	18	0.23%
Source: 2015 American Community Survey 5-year estimate, Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. See Attachment A-1 for the original source data.		

The above-described outreach efforts to educate all customers shall also apply to the Town’s on-going outreach and education as described in Section 2 above.

### **3.4 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 Documents, 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.

**Attachments**

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

## ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20XX ("Effective Date") by and between \_\_\_\_\_ ("Competitive Supplier"), and the **Town of Boxford**, 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" or "DPU") in D.P.U. 22-128;

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 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 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 Competitive Supplier's Guarantor - \_\_\_\_\_

1.7 Credit Rating - With respect to the Competitive Supplier or Competitive Supplier's Guarantor, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor; provided, however, that the standing guaranty of \_\_\_\_\_, in favor of Competitive Supplier's Guarantor, shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

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

1.9 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, business, 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 below); (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; 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; 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 5.7 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 which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

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

1.21 Local Distributor or LDC - 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, business, 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. 22-128. 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 - The date of the Participating Customer's first meter read date after \_\_\_\_\_, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

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. 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.

## **2.6 LIMITATIONS ON COMMUNICATIONS**

Notwithstanding any other provision herein, including Articles 2.5, 5.6, 5.7 and 18.2, the Competitive Supplier may only use the list of Eligible Customers and Participating Customers to send out the Department-approved Opt-Out Notice or other educational materials or communications which are required to fulfill its obligation hereunder or are necessary for 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 Participating Customers.

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

### **3.1 CUSTOMER 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.

### **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, using the Opt-Out Documents (also known as “Customer Notification Documents”) approved by the Department, 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 and content of the Customer Notification Documents which may be in color and may include 2 or more pages in addition to the reply form and the Language Access Document required by the Department. Competitive Supplier shall review the Customer Notification Documents and notify the Municipality of any comments or concerns regarding the form or content of the notice. The design and content of the Customer Notification Documents shall be approved by the Department. Once the design and content of the Customer Notification Documents are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Customer the Customer Notification Documents at least thirty seven (37) days prior to the date of automatic enrollment. The Customer Notification Documents shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms of electricity supply products included in Exhibit A;
- iii) fully disclose the prices and terms of the Eligible Customer’s current product (i.e., then being offered for Basic Service by the LDC);
- 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;
- vii) include a Language Access Document as specified by the Department;
- viii) include a reply card and postage-paid envelope that Eligible Customers may use to

- exercise their opt-out rights; and
- ix) notify the Customer how they may obtain a Product Summary Form.

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 Customer Notification Documents to be delivered to the customer and three days for the opt out reply card to be delivered to the Competitive Supplier. The opt-out period shall end 36 days after mailing of the Customer Notification Documents and Program enrollments shall begin no sooner than 37 days after mailing of the Customer Notification Documents.

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 Customer Notification Documents are returned as undeliverable, the Competitive Supplier shall promptly make commercially reasonable efforts to identify a correct mailing address and re-send the Customer Notification Documents. 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 Customer Notification Documents 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 customers 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 all a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Customer Notification Documents and B) all Participating Customers 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 obtain from the Local Distributor an updated file that includes all Eligible Customers in the Municipality, hereinafter the Updated LDC Eligible Customer File. Once each month, Competitive Supplier shall create a Refresh Mailing List of New Eligible Customers, which shall include all customers in the Updated LDC Eligible Customer File and exclude all customers listed in the Master Opt Out File.

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

In providing the notifications set forth in Article 3.2 and 3.3, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification of 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 NOTIFICATION TO PARTICIPATING CUSTOMERS AFTER PROGRAM LAUNCH**

In the event the Municipality is transitioning to this Agreement from an existing ESA, the Competitive Supplier shall mail Price Change Documents to each Participating Customer at least 37 days prior to the Service Commencement Date.

The Local Distributor or the Municipality will provide to Competitive Supplier a list of all Participating Customers as of the Effective Date, including service and billing addresses, current electricity supply product and whether the Participating Customer is eligible for automatic renewal in its current product under the new ESA or must affirmatively re-enroll in the Program.

The Municipality shall specify the design and content of the Price Change Documents which may be in color and may include 2 or more pages in addition to the Renewal Notification

Letter and the Language Access Document required by the Department. Competitive Supplier shall review the Price Change Documents and notify the Municipality of any comments or concerns regarding the form or content of the notice. The design and content of the Price Change Documents shall be approved by the Department. Once the design and content of the Price Change Documents are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Participating Customer the Price Change Documents at least thirty-seven (37) days prior to the date of Service Commencement.

The Price Change Documents may differ based on the electricity supply product of the previous ESA in which the Participating Customer participates. The Price Change Documents shall:

- i) inform the Participating Customer whether they will be automatically renewed in their current product under the new ESA or must affirmatively re-enroll in the Program;
- ii) prominently state all charges to be assessed by the Competitive Supplier;
- iii) provide a summary of the prices and terms of electricity supply products included in Exhibit A;
- iv) fully disclose the prices and terms of the then-applicable Basic Service rate from the LDC; v) state how a Participating Customer may opt-out of the Program prior to renewal and return to Basic Service from the Local Distributor or choose a new Competitive Supplier;
- vi) 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 Service Commencement date;
- vii) include a Language Access Document as specified by the Department; and
- ix) notify the Customer how they may obtain a Product Summary Form.

The following Participating Customers will, as of the Service Commencement Date, be automatically renewed in their respective products under the terms of this Agreement, unless they opt out or select another Program product:

- 1) Participating Customers on the Standard Product of the previous ESA; AND
- 2) Participating Customers on an Optional Product of the previous ESA that has not changed voluntary REC content under this Agreement.

The following Participating Customers will, as of the Service Commencement Date, not be enrolled into the Program automatically enrolled into the Program's Standard product, unless they affirmatively notify the supplier of their choice to enroll in a Program product under this Agreement:

- 1) Participating Customers on an Optional Product of the previous ESA that has changed voluntary REC content under this Agreement.

The table below identifies the enrollment process under this Agreement for each of the Programs available in the previous ESA.

<b>Previous ESA</b>	<b>Enrollment Requirement for this Agreement</b>
<b><u>Standard (Opt-Out) Product</u></b>	<b><u>Default (Opt-Out) Product</u></b>
Boxford Standard - [Product price]	Eligible for Automatic Renewal
<b><u>Optional (Opt-In) Products</u></b>	<b><u>Optional (Opt-In) Products</u></b>
Boxford Basic - [Product price]	[Eligible for Automatic Renewal OR Must Affirmatively Re-Enroll]
Boxford Mid - [Product price]	[Eligible for Automatic Renewal OR Must Affirmatively Re-Enroll]
Boxford 100 – [Product price]	[Eligible for Automatic Renewal OR Must Affirmatively Re-Enroll]

### 3.5 ENROLLMENT

3.5.1 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.

3.5.2 New Eligible Customers - If New Eligible Customers elect not to opt-out of the Program as provided in Article 3.2, 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 business New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Eligible Customers may be enrolled at a price determined by the Competitive Supplier based on current wholesale prices

and the Competitive Supplier's costs at the time the customer wants to enroll. The Competitive Supplier will provide a price that is fixed for the remainder of the current ESA.

3.5.3 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 may provide All-Requirements Power Supply to such Eligible Customers at a price determined by the Competitive Supplier based on current wholesale prices and the Competitive Supplier's 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. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Local Distributor. 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.

3.5.4 Eligible Customers Served by Third-Parties - Customers being served under other competitive supply products offered by third-parties will not be automatically enrolled as Participating Customers under this ESA when such product terminates or is otherwise completed. Competitive Supplier agrees that customers under such third-party competitive supply products may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small business customers which opt-in shall be enrolled in the product at the rates reflected in Exhibit A. All other customers that opt-in may be enrolled at a price determined by the Competitive Supplier based on current wholesale prices and the Competitive Supplier's 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.

3.5.5 Product Summary Forms – As part of enrolling any customer in a Standard or Optional Product, as identified in Exhibit A, the Competitive Supplier shall send the customer a Product Summary Form for their chosen product.

## **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 with the Participating Customer's first meter read date after \_\_\_\_\_, 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-1.

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 termination of this ESA. The Competitive Supplier shall submit all Customer 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 General Communication 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 customer). 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 (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, or inconsistent with Department policy or directives.

## **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 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**

Competitive Supplier 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, that 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 GREEN POWER**

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") with

\_\_\_\_\_ (“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 products 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 Products 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 CUSTOMERS**

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, on or before \_\_\_\_\_, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the “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 failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the 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 report 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 Customer-Related Data**

On and after the Service Commencement Date, Competitive Supplier will maintain customer- 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 which 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, shall be submitted on or

before 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 which 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 thereunder. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party

without reference to the information.

Either Party may disclose 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. 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 which 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; e) a proposed plan for coordinating with the LDC for an increase in price to be billed by the LDC 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, and subject to the limitations in Article 2.6, 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 Customer. 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."

## **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

Town Administrator  
Town of Boxford  
7A Spofford Road  
Boxford, MA 01921  
Phone: 978-861-1014

Fax: 978-887-5361  
mcoogan@boxfordma.gov

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 customer 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 COMMISSION FEE**

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. The Competitive Supplier agrees to include the commission fees in the Price for energy and to make the monthly commission payments on behalf of Participating Customers to Good Energy, L.P. for the duration of this ESA. The commission fees shall be paid ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Customer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

#### **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. The Town shall not enter into an ESA unless it is fully consistent with its Department approved Plan and Department directives; a failure in this regard will result in termination of the Program.

#### 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; 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

Price by Program (applies to all rate classes)

<b><u>Standard (Opt-Out) Product</u></b>	<b><u>Price per kWh</u></b>
Boxford Standard (10% additional MA Class I RECs)	\$_____
<b><u>Optional (Opt-in) Products</u></b>	
Boxford Basic (no additional RECS)	\$_____
Boxford Mid (additional MA Class I RECs to total mid-point between minimum amount required by Commonwealth and 100% RECs)	\$_____
Boxford 100 (additional MA Class I RECs to total 100% RECs)	\$_____

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Customer meter read date after \_\_\_\_\_ and continue until the first Customer meter read date after \_\_\_\_\_, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

Pricing: The price for All-Requirements Power Supply shall be as stated on this Exhibit A through Participating Customers' meter read dates in \_\_\_\_\_. Prices shall be fixed for the entire length of such pricing period. Prices must include all adders and ancillary charges. The Municipality reserves the right to reject bids in which, on the Start-Up Service Date, the pricing for comparable service would not be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for the same customer classes. However, the Competitive Supplier may offer price reductions to Participating Customers at any time during the term of this ESA.

**Start-Up Service Date:** All-requirements retail power supply will commence at the prices stated above as of Participating Customer's first meter read dates after\_\_\_\_\_. All enrollments must be submitted at least two business days before the next meter read.

**RECs in System Supply:** The Competitive Supplier shall include RECs 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 such requirements. The Competitive Supplier shall include 10% additional MA Class I RECs for customers participating in the Boxford Standard product for each year of this Agreement; additional MA Class I RECs for customers participating in the Boxford Mid product such that total RECs equals XX% in 2022, XX% in 2023 and XX% in 2024; and additional MA Class I RECs for customers participating in the Boxford 100 product such that total RECs equals 100% for each year of this Agreement.

**Term:** The period of delivery of All Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

**Eligible 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 customer participating in the Program, nor will Competitive Supplier require any customer 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 customer to Basic Service in the event that the customer 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) Customer Notification Documents 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 Participating Customers that opted out of the Program after receiving Customer Notification Documents but prior to enrollment and a list of Participating Customers that enrolled in the Program and then left the Program for any reason. Competitive Supplier shall provide this list 10-business day after the close of any LDC 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 customers listed in the Updated LDC Basic Service File but excluding only customers 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 CUSTOMER ACCOUNTS DATA SUMMARY

Rate Code \_\_\_\_\_  
Rate Name \_\_\_\_\_  
Customer \_\_\_\_\_  
No Accounts \_\_\_\_\_

**kWh**

January \_\_\_\_\_  
February \_\_\_\_\_  
March \_\_\_\_\_  
April \_\_\_\_\_  
May \_\_\_\_\_  
June \_\_\_\_\_  
July \_\_\_\_\_  
August \_\_\_\_\_  
September \_\_\_\_\_  
October \_\_\_\_\_  
November \_\_\_\_\_  
December \_\_\_\_\_

**EXHIBIT C**

**REC PURCHASE AGREEMENT**