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# **TOWN OF DUDLEY COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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### **PURPOSE OF THE AGGREGATION PLAN**

The Town of Dudley (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with a municipal aggregation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 11,900 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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# REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

## 1 THE PROCESS OF MUNICIPAL AGGREGATION

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Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Administrator, Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Administrator
- 1.9 Notification of Enrollment for Eligible Consumers<sup>1</sup>
- 1.10 Beginning of Opt-Out Period (37 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

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<sup>1</sup> The term “eligible consumers” is equivalent in meaning to “eligible customers” as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017). This includes (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (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 that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

## **2 DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM**

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The Town offers one program to achieve its goals: Dudley's Community Choice Power Supply Program ("Program").

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts, however, savings cannot be guaranteed. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's Consultant, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers will be automatically enrolled in the Program unless they exercise their right to opt-out. Eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 5.1.6 for detailed information on the opt-out process.]

### **2.1 ORGANIZATIONAL STRUCTURE**

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Administrator. Town elections are held the second Monday in June.

The Board of Selectmen is composed of five members elected for three year terms. They meet every other Monday evening at 6:30 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Bylaws. The operational role of the Town and its Consultant in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

There are five operational levels to the Town's Program as follows:

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid (NGRID). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

### **2.2.2 Level Two: Board of Selectmen**

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

### **2.2.3 Level Three: Town Administrator**

The Town Administrator carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

### **2.2.4 Level Four: Consultant**

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

### **2.2.5 Level Five: Competitive Suppliers**

Competitive Suppliers contract with the Town through the Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

## **2.3 OPERATIONS**

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Administrator, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out; and
- provide full public accountability to participating consumers.

## **2.4 STAFFING AND MANPOWER**

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting

contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Board of Selectmen.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

### **3 PRODUCT OFFERINGS**

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The Town will solicit bids for power supply from Competitive Suppliers that (1) meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation and (2) provide additional Renewable Energy Certificates (RECs). The Town may seek RECs, at varying percentages, from a variety of both local and national renewable sources, including but not limited to wind, solar, hydro and geothermal power.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

#### **3.1 STANDARD PRODUCT**

All eligible consumers will be enrolled in the Town's standard product unless they affirmatively opt-out of the Program. The Town's standard product may incorporate RECs beyond the required minimum Massachusetts RPS obligation. The Town will evaluate bids and select a standard product that addresses the Town's objectives with respect to price and renewable energy content at the time of such decision.

#### **3.2 OPTIONAL PRODUCT**

The Town may also offer one or more optional products. Eligible consumers will only be enrolled in a Town's optional product if they affirmatively select it. The Town's optional

products may, but shall not be required to, incorporate RECs beyond the required minimum Massachusetts RPS obligation. Products with a higher percentage of renewable energy are typically available at an additional incremental cost and will provide consumers with alternative choices in terms of the balance of price and environmental benefit.

## **4 FUNDING**

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Initial funding for the Town’s Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh fee that will be paid by the Competitive Supplier to the Consultant (“Consultant Fee”). The Consultant Fee will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

## **5 ACTIVATION AND TERMINATION**

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### **5.1 ACTIVATION**

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Town Administrator
- c) Signing of ESA by Town Administrator
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of NGRID
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

#### **5.1.1 Approval of Plan by Department**

The Town, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

#### **5.1.2 Acceptance of ESAs by Town Administrator**

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all



applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

### **5.1.3 Signing of ESA by Town Administrator**

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who affirmatively opt-out of the Program.

### **5.1.4 Consumer Education and Notification of Enrollment for Eligible Consumers**

The Town has developed an Education and Outreach Plan (“Education Plan”) describing the outreach strategies and efforts it will undertake to inform eligible consumers about the Program and their right to opt-out. The Town’s Education Plan is available on the Program website (<https://colonialpowergroup.com/dudley/>).

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will provide the Competitive Supplier and the Consultant with a list of eligible consumers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that only eligible consumers are enrolled. Only current eligible consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town’s Competitive Supplier. In doing so, the Town will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the Town’s Program during a competitive supply contract term. No later than ten days prior to the date of issuance, the Town shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the Town’s Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an “enroll customer” transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall and on Town’s website.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town’s contract compared to the price and terms of NGRID’s Basic Service;
- explain the opt-out process;
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier; and
- inform eligible consumers that savings cannot be guaranteed.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town’s Competitive Supplier until the Competitive Supplier submits an “enroll customer” transaction. Prior to such “enroll customer” transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	Consultant and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 21	Eligible consumers receive opt-out notice; opt-out period begins
Day 21-51	Eligible consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with NGRID
Day 51	Deadline for eligible consumers to postmark opt-out reply card to avoid automatic enrollment
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Earliest date Competitive Supplier can send EDI enrollments for participating consumers

The timing of enrollments will ensure that eligible consumers have a full 30 days to opt-out, plus an additional six days to account for mailing (i.e. three days for the opt-out notice to be delivered to the eligible consumer and three days for the opt-out reply card to be delivered to the Competitive Supplier through the mail). Accordingly, the opt-out period ends 36 days after mailing the opt-out notice. Participating consumers are enrolled with the Competitive Supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 37 days after mailing the opt-out notice and two full business days before the meter read. An eligible consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable.

Our Consultant's experience with previous aggregation programs suggests that the Town, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The procedures described above may also be found in NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time.

#### **5.1.5 Notification of NGRID**

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

#### **5.1.6 Beginning of Opt-Out Period**

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID's Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, participating residential consumers will be transferred to NGRID's Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be

terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Administrator, and made part of the public information offered to each eligible consumer. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to re-enroll will be enrolled pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time. [See Section 8 for further information.]

### **5.1.7 Transfer of Participating Consumers to Competitive Supplier**

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017).
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

## **5.2 TERMINATION**

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

## **6 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's bylaws, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The Town will notify NGRID of the planned termination or extension of the Program. In particular, the Town will provide NGRID notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

With respect to a planned termination of the Program, the Town will also notify the Director of the Department's Consumer Division at the same time it notifies NGRID (i.e., 90 days prior). Such notification to the Department will include copies of all public notices, press releases, Town Hall and website postings and any other communications the Town intends to provide consumers regarding the Program's termination and return of participating consumers to NGRID's Basic Service.

## **7 RATE SETTING, COSTS, AND BILLING**

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The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

### **7.1 RATE SETTING**

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 7.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply, however, savings cannot be guaranteed. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

Any applicable taxes will be billed as part of the Program's power supply charge. Participating consumers are responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation to the Competitive Supplier.

The Town will ensure participating consumers are alerted to any changes in Program price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the Town will notify consumers using the following methods: a direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), the Town's website and the Program website; press releases and local cable television shows; and presentations to the Board of

Selectmen. In addition, notices will be placed in newspapers, in Town Hall and in public buildings (i.e. library, Senior Center, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s)(including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program's standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program's standard product.

If there is a change in law<sup>2</sup> that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the Town will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the Town will notify participating consumers of the change in price as described above.

Additionally, the Town will notify the Director of the Department's Consumer Division prior to the implementation of any change in the Program price related to a change in law (e.g., regulatory event or new taxes). Such notification to the Department will occur no less than ten days prior to the Town notifying participating consumers and will include copies of the mailed notice, all public notices, press releases, Town Hall and website postings and any other communications the Town intends to provide consumers regarding the Program's change in price.

In the event an ESA is terminated as the result of a dispute over a change in law, the Town will follow the procedures for termination of the Program. [See Section 5.2 and Section 6 for detailed information on the termination process.]

## **7.2 COSTS**

The Program funding will be derived from a \$0.001 per kWh Consultant Fee payable by the Competitive Supplier to the Consultant.

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<sup>2</sup> The term "change in law" defines the terms "Regulatory Event" and "New Taxes" as those terms are used in Article 17 of the ESA.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s) to support the operation of its Aggregation Program, through an Operational Adder equivalent of up to \$0.001 per kWh, payable by the Competitive Supplier to the Town.

### 7.3 BILLING

Participating consumer billing under the Town’s Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a “complete bill” from NGRID that incorporates the power supply charge and NGRID’s delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 600 kWh shows the following charges for NGRID’s Basic Service in November 2022:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1 Residential)</b>		
Customer Charge		\$ 7.00
Distribution Charge	\$0.07861	\$ 47.17
Transition Charge	(\$0.00067)	(\$ 0.40)
Transmission Charge	\$0.04050	\$ 24.30
Energy Efficiency Charge	\$0.02645	\$ 15.87
Renewable Energy Charge	\$0.00050	\$ 0.30
Distribution Solar Charge	\$0.00420	\$ 2.52
Electric Vehicle Charge	\$0.00064	\$ 0.38
Total Delivery Services		\$ 97.14
<b>Supply Services Detail (Rate: Basic Service)</b>		
Electric Supply Services	\$0.33891	\$ 203.35
Total Supply Services		\$ 203.35
Average Bill Total		\$ 300.49

Sources:

<https://www.nationalgridus.com/MA-Home/Rates/Service-Rates>

<https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>



## **8 UNIVERSAL ACCESS**

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“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the Town’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New eligible consumers shall be enrolled in the Program unless they have affirmatively opted-out of the Program. New eligible consumers will retain the right to opt-out any time after the commencement of Program service.

Eligible consumers who have previously opted out of the Program, with the exception of large industrial consumers, may request that they be re-enrolled in the Program. The Town’s Competitive Supplier will re-enroll such eligible consumers at the then-current Program rate.

Consumers being served under competitive service, with the exception of large industrial consumers, may affirmatively opt-in and request that they be enrolled in the Program. The Town’s Competitive Supplier will enroll such consumers at the then-current Program rate.

Large industrial consumers who have previously opted out of the Program or are being served under competitive supply may request to join the Program. Given the high monthly usage of such consumers, enrollment may be at the then-current market price.

The enrollment procedures are summarized as follows:

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Large Industrial</b>
<b>Initial Eligible Consumers at Program Launch</b>	<ul style="list-style-type: none"> <li>• Will be mailed an opt-out notice with a respond by date</li> <li>• Will be automatically enrolled unless they exercise their right to opt-out</li> <li>• Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice</li> </ul>			
<b>New Eligible Consumers after Program Launch</b>	<ul style="list-style-type: none"> <li>• Will be initially placed on Basic Service</li> <li>• Will be mailed an opt-out notice with a respond by date</li> <li>• Will be automatically enrolled unless they exercise their right to opt-out</li> <li>• Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice</li> <li>• May request enrollment at any time after becoming eligible</li> </ul>			<ul style="list-style-type: none"> <li>• May request enrollment at any time after becoming eligible</li> </ul>
<b>Consumers Who Opt-Out and Subsequently Wish to Re-Enroll</b>	<ul style="list-style-type: none"> <li>• May request re-enrollment at any time</li> </ul>			
<b>Competitive Supply Consumers Who Wish to Enroll after their Contract Ends</b>	<ul style="list-style-type: none"> <li>• May request enrollment at any time</li> </ul>			

The pricing procedures are summarized as follows:

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Large Industrial</b>
<b>Initial Eligible Consumers at Program Launch</b>	<ul style="list-style-type: none"> <li>• Program rate for standard product</li> </ul>			
<b>New Eligible Consumers after Program Launch</b>	<ul style="list-style-type: none"> <li>• Program rate for standard product</li> </ul>			<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>
<b>Consumers Who Opt-Out and Subsequently Wish to Re-Enroll</b>	<ul style="list-style-type: none"> <li>• Program rate for product selected</li> </ul>			<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>

<b>Competitive Supply Consumers Who Wish to Enroll after their Contract Ends</b>	<ul style="list-style-type: none"> <li>• Program rate for product selected</li> </ul>	<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>
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## **9      EQUITABLE TREATMENT OF RATEPAYERS**

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All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town’s Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. Rather, rate classifications that are similarly situated will be treated equitably. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

## **10     RELIABILITY**

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“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID’s regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

## **11     INFORMATION DISCLOSURE**

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The Town will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the Town has requested a waiver from the requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means,

including press releases, postings at Town Hall, and postings on the Town's website and the Program website. Based upon information available to it, the Town and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

## **12 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **12.1 RIGHTS**

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

### **12.2 RESPONSIBILITIES**

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **13 BENEFITS OF MUNICIPAL AGGREGATION**

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The Program functions under the restrictions of state law and reflects a range of results and opportunities:

### **13.1 PARTICIPATION IN COMPETITIVE MARKET**

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits. However, savings cannot be guaranteed.

### **13.2 SELECTION OF ALTERNATE SUPPLIER**

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Board of Selectmen.

### **13.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

## **14 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



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# **TOWN OF DUDLEY COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **EDUCATION AND OUTREACH PLAN**

**PREPARED BY**

**COLONIAL POWER GROUP, INC.**

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### **1 OVERVIEW AND PURPOSE**

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M.G.L. c. 164, § 134(a) requires that municipal aggregators “fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty.”

The Education and Outreach Plan (“Education Plan”) component of the Town of Dudley’s (“Town”) Community Choice Power Supply Program (“Program”) is two-pronged. The first is general education through which the Town, with the assistance of its municipal aggregation consultant, will provide information to eligible consumers by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

The purpose of the Town’s Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

- a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
- b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key information.

## **1.1 GENERAL EDUCATION**

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

### **1.1.1 Press Conference**

The initial launch of the Program will be a media event featuring representatives from the Town, its Competitive Supplier, and its initial municipal aggregation consultant, Colonial Power Group, Inc. (CPG). This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

- a) news release;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

### **1.1.2 Media Outreach**

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

## Sample Media List:

- a) Worcester Telegram
- b) MetroWest Daily News
- c) Webster Times
- d) Local Cable TV – Charter Channel 192 Dudley Cable Access TV (DCAT)

### **1.1.3 Notices and Public Postings**

Notices in newspapers and in Town Hall describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program’s details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

### **1.1.4 Customer Service Center**

CPG will maintain a toll-free telephone number to address eligible consumer’s questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise. CPG’s customer service center has the capability to provide interpretation services for more than 200 different languages.

### **1.1.5 Website**

All information regarding the Program will be posted on the Program website maintained by the municipal aggregation consultant (<https://colonialpowergroup.com/dudley/>), which is linked to the Town’s website.

The Program website will note if the Town has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder. The Program website will have links to National Grid (“Local Distributor”), the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (“Department”), and the Town’s Competitive Supplier.

At a minimum, the Town will provide basic information about the Program in a prominent location on its website with the appropriate links to the Program website. All of the Town’s Program documents (including the Department-approved Aggregation Plan, Education Plan, opt-out notification and executed Electric Service Agreement) and education materials will remain available and updated on the Program website.

### **1.1.6 Translation Services**

CPG’s website is equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The Town will retain any additional translation services as it determines to be necessary or appropriate for eligible consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English “less than very well”.



### **1.1.7 Public Presentations**

CPG will provide presentations to the Board of Selectmen and to any interested community group (i.e. Chamber of Commerce, Council on Aging, etc.). The Town will seek to identify and potentially work with appropriate community and neighborhood-based groups to assist with education and outreach efforts. The Town may leverage email lists and newsletters to ensure consumers are receiving accurate and timely information.

Sample Community Groups:

- a) Dudley Council on Aging
- b) Dudley Veteran Affairs
- c) Webster, Dudley, Oxford Chamber of Commerce
- d) Central Massachusetts Regional Planning Commission

### **1.1.8 Impaired Physical Capabilities**

The Town will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Information sessions will be held in accessible locations, typically Town Hall, the Senior Center or the library. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or otherwise visually impaired) will have the opportunity to request assistive technology ahead of any such public presentation. In the event that information sessions cannot be held in-person, the presentations will be held online and, as such, will be accessible to consumers with limited mobility.

The opt-out notification will include a separate Language Access Document which will provide instructions regarding how consumers can receive visual or audial assistance with Program information.

### **1.1.9 Information Disclosure**

The Town will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the Town has requested a waiver from the requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means, including press releases, postings at Town Hall, and postings on the Town's website and the Program website. Based upon information available to it, the Town and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

### **1.1.10 Ongoing Education and Outreach**

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the Town will notify consumers using the following methods: direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), Town website and Program website; press releases and local cable television shows; and presentations to the Board of Selectmen or to any interested community group (i.e. Chamber of Commerce, Council on Aging, etc.). In addition, notices will be placed in newspapers, in Town Hall and in public buildings (i.e. library, Senior Center, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s)(including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

To assist consumers with limited English proficiency and consumers who require visual or auidial assistance, the Town will leverage many of the same vehicles that were utilized prior to and during the launch of the Program, which will ensure participating consumers are alerted to any changes in Program price and product offering. CPG's website is equipped with translation services for more than 100 languages. CPG's customer service center has the capability to provide interpretation services for more than 200 different languages. The Language Access Document that accompanies the opt-out notification will include meaningful messaging translated into 26 languages as well as the MassRelay TTY phone number for both English- and Spanish-speaking consumers. Lastly, customer support will be available both verbally via CPG's toll-free telephone number and online via CPG's web form.

In the event the Program is terminated, the Town will follow the procedures outlined in the Department-approved Aggregation Plan for notifying participating consumers, the Local Distributor and the Director of the Department's Consumer Division.

## **1.2 DIRECT MAIL NOTIFICATION**

### **1.2.1 Opt-Out**

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer receiving Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will:

- a) introduce and describe the Program and provide information regarding participation and rights;
- b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
- c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service, and that savings cannot be guaranteed;
- d) inform eligible consumers if the Town has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
- e) explain the opt-out process;
- f) inform eligible consumers if the Town has chosen to offer an optional product and explain the opt-in process; and
- g) include instructions for consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English “less than very well” (i.e. toll-free telephone number), or require visual or auidial assistance.

The opt-out notification will also contain a product summary form and a reply card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of receipt of the mailing to postmark and return the opt-out reply card in the pre-addressed envelope provided. Program enrollments shall begin no sooner than 37 days after the mailing of the opt-out notification.

Upon initiation of service, new eligible consumers (i.e. consumers who move to Town after Program initiation) will receive the same opt-out information as all other eligible consumers. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program’s standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program’s standard product.

### **1.2.2 Limited English Proficiency**

The languages spoken by Town residents who self-identify as speaking English “less than very well” is presented below. The table assumes a total population of 10,916.

<b>Language</b>	<b>Speaks English “Less Than Very Well”</b>	<b>% of Total Population</b>
Spanish	6	0.05%
Greek	16	0.15%
Polish	288	2.64%
Hindi	8	0.07%
Laotian	21	0.19%
Arabic	19	0.17%
African	38	0.35%
<b>Total</b>	<b>396</b>	<b>3.62%</b>

Program: 2015 American Community Survey

Source:

<https://data.census.gov/table?q=b16001&g=060XX00US2502717685&tid=ACSDT5Y2015.B16001>

The opt-out notification will include a separate Language Access Document to ensure that the mailing is meaningful to all consumers with limited English proficiency and other language access needs. The required Language Access Document will translate the following text into 26 languages.

Important notice enclosed from Town of Dudley about your electricity service.  
Translate the notice immediately. Call the number or visit the website, above, for help.

## **2 TIMELINE**

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The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 47-day period outlined below through the media and the toll-free telephone number.

- Day 0: Press conference held announcing the Program and introducing the Competitive Supplier
- Day 1: Customer service center (i.e. toll-free telephone number) opens
- Day 1: Press release issued on direct mail notification and start-up of the customer service center
- Day 1: Program information posted on the following websites: CPG, Town, and Competitive Supplier
- Day 1-7: Postings placed in public buildings
- Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights

- Day 1-40: Media interviews conducted with Program representatives, as needed
- Day 10: Direct mail notification sent to each eligible consumer
- Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
- Day 13: Eligible consumers receive opt-out notification; opt-out period begins
- Day 13-43: Eligible consumers wishing to opt-out return reply card in pre-paid envelope
- Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
- Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
- Day 43: Deadline for eligible consumers to postmark the opt-out reply card
- Day 47: Earliest date Program enrollments may begin for eligible consumers who do not opt-out
- Day 47+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
- Day 90+: Follow-up news releases issued summarizing the Program's status

### **3 BUDGET**

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<b>Notification Method</b>	<b>Responsible Party</b>	<b>Estimated Cost</b>
Direct Mailing	Competitive Supplier	\$11,100
Press Conference	CPG	\$500
Television Media	CPG	\$500
Newspaper Media	CPG	\$4,000
Electronic Communications	CPG	-----
Public Presentations	CPG	-----

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# **TOWN OF DUDLEY COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **IMPLEMENTATION SCHEDULE**

**PREPARED BY**

**COLONIAL POWER GROUP, INC.**

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ESA Executed with Competitive Supplier:	October 1, 2024
Competitive Supplier Receives NGRID Eligible Consumer Data:	October 3, 2024
Submission of ESA to Department, et al.:	October 3, 2024
Press Conference Introducing Competitive Supplier:	October 4, 2024
Customer Service Center Start-Up:	October 5, 2024
Websites Updated (i.e. CPG, Town, Competitive Supplier):	October 8, 2024
Postings Placed in Public Buildings (i.e. Town Hall, etc):	October 8, 2024
Notifications Mailed to Eligible Consumers:	October 8, 2024
Problem Addresses Corrected and Notifications Mailed:	ASAP
New Consumer Addresses Received and Notifications Mailed:	ASAP
Display Ads Placed in Newspapers and PSAs Air on Cable:	October 8 – November 8, 2024
Opt-Out Deadline Reached for Eligible Consumers:	November 15, 2024
Final Opt-Outs Removed from Participating Consumer File:	November 16-17, 2024
Transfer of Participating Consumers to Competitive Supplier:	November 17-20, 2024
Service Started with Competitive Supplier:	December 1, 2024

Implementation Schedule is for representative purposes only.  
Dates are subject to change based on receipt of necessary approvals.



# THE TOWN OF DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear Dudley Basic Service Consumer:

The Town of Dudley is pleased to announce that \_\_\_\_\_ has been selected as the supplier for its Community Choice Power Supply Program ("Program"). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to National Grid Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. National Grid will continue to deliver your electricity but Dudley has chosen the supplier for the Program. \_\_\_\_\_ will provide electric power supply for all consumers currently on Basic Service in Dudley. This letter is intended to tell you about this Program for electric power supply. In accordance with state law, it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM UNLESS YOU CHOOSE NOT TO PARTICIPATE AND OPT-OUT.**
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

**YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE.** The only difference you will see is that \_\_\_\_\_ will be printed under the "Supply Services" section of your monthly bill. You will continue to receive one bill from National Grid. You will continue to send your payments to National Grid for processing. National Grid will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

### COMPARATIVE RATES AND TERMS

	Dudley's Program* (Supply Services Only)		National Grid** (Supply Services Only)
	STANDARD (default)	OPTIONAL	BASIC SERVICE
<b>Rate</b>			
Residential	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Commercial/Streetlight	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Industrial	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
<b>Renewable Energy Content</b>	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
<b>Duration</b>	_____ 2024 – _____ 2024 <i>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</i>		_____ 2024 – _____ 2024 <i>[Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 3 months.]</i>
<b>Exit Terms</b>	<b>NO CHARGE</b>		May receive a reconciliation charge or credit <i>[Industrial G-2 &amp; G-3 only]</i>

\*Rate includes Consultant Fee of \$0.001 per kWh to facilitate Dudley's Community Choice Power Supply Program.

\*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).

\*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

\*\*GreenUp options are available for \$0.012-\$0.038 per kWh in addition to National Grid's Basic Service rate.

### IMPORTANT INFORMATION

- At Program launch, the aggregation rate is lower than National Grid's Basic Service rate. The aggregation rate is fixed for \_\_ months (\_\_\_\_\_ 2024 to \_\_\_\_\_ 2024) while National Grid's Basic Service rate changes twice a year, in May and November. As a result, the aggregation rate will not always be lower than National Grid's Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid's Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO CHARGE TO OPT-OUT** of the Program and return to National Grid Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

**IF YOU HAVE BEEN MAILED THIS NOTIFICATION** you do not need to take any action to participate in the Program.

**ALL BASIC SERVICE CONSUMERS** who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in \_\_\_\_\_ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

**WATCH YOUR NATIONAL GRID BILL FOR FURTHER NOTIFICATION** of the Program.

- Your \_\_\_\_\_ bill will state that you are being switched to Dudley’s Program.
- Your \_\_\_\_\_ bill will show Dudley’s supplier and aggregation rate under “Supply Services”.

**BUDGET PLAN OR ELIGIBLE LOW-INCOME RATE CONSUMERS** will continue to receive those benefits from National Grid.

**SOLAR PANEL AND COMMUNITY SOLAR CONSUMERS** will continue to receive net metering or on-bill credits while receiving electricity supply under the Program and the value of these credits will not be altered by participating in the Program.

**ANY APPLICABLE TAXES WILL BE BILLED** as part of the Program’s power supply charge. You will be responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation.

**TAX EXEMPT SMALL BUSINESS CONSUMERS** must send or fax a copy of their Energy Exemption Certificate directly to \_\_\_\_ (Supplier) \_\_\_\_ at \_\_\_\_ (Supplier address/fax) \_\_\_\_ in order to maintain their tax exempt status.

**IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN** you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

**IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION THROUGH NATIONAL GRID** you must opt-out of this Program. This will ensure you continue to get your electricity from that Green Power Supply.

**IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM** you may: 1) Opt-out and continue paying National Grid’s Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

**HOW TO OPT-OUT**

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit [www.colonialpowergroup.com/dudley/](http://www.colonialpowergroup.com/dudley/) and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call \_\_\_\_\_ at \_\_\_\_\_ and ask to remain on National Grid Basic Service.

**ANY TIME AFTER ENROLLMENT** you can still opt-out with NO CHARGE. It may take a couple of billing cycles before you are back on National Grid Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at [www.colonialpowergroup.com/dudley/](http://www.colonialpowergroup.com/dudley/) **OR** call \_\_\_\_\_ at \_\_\_\_\_ and ask to be placed on National Grid Basic Service.

**TO CHOOSE A PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY** you may call \_\_\_\_\_ at \_\_\_\_\_ and ask to be enrolled in Dudley’s Optional Product.  
[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

**FOR MORE DETAILED INFORMATION** regarding Dudley’s Program, please visit [www.colonialpowergroup.com/dudley/](http://www.colonialpowergroup.com/dudley/) or call us toll-free at (866) 485-5858. To learn more about \_\_\_\_\_ please visit [www.\\_\\_\\_\\_\\_](http://www._____).

**TO ACCESS NATIONAL GRID’S BASIC SERVICE RATES** please visit:

- Residential Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>.
- Commercial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/commtable.pdf>.
- Industrial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/indtable.pdf>.

*Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the Town of Dudley to facilitate the Community Choice Power Supply Program.*



DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM  
CUSTOMER NOTIFICATION LETTER ENVELOPE

OFFICIAL TOWN BUSINESS



Town of Dudley  
c/o Competitive Supplier  
1 Supplier Street  
Supplier, MA 00000

John Smith  
1 Main Street  
Dudley, MA 01571

PRESORTED  
FIRST-CLASS  
MAIL  
U.S. POSTAGE  
PAID  
STAMFORD, CT  
PERMIT NO. XXX

**DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates**

DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM  
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE

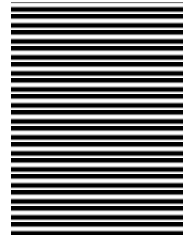
**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

TOWN OF DUDLEY  
c/o COMPETITIVE SUPPLIER  
1 SUPPLIER STREET  
SUPPLIER, MA 00000



**DUDLEY COMMUNITY CHOICE POWER SUPPLY PROGRAM  
OPT-OUT REPLY CARD**

John Smith  
1 Main Street  
Dudley, MA 01571

Account No: #####

If you want to participate in the Dudley Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

**Opt-Out Instructions**

**If you do not want to participate:**

- 1) Sign and date
- 2) Place in envelope provided
- 3) Drop in the mail

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by \_\_\_\_\_ to opt-out of the Program before being automatically enrolled.**



**THE TOWN OF DUDLEY'S  
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



**IMPORTANT NOTICE**



**(866) 485-5858 ext. 1**



**TTY (800) 720-3480 / Español (866) 930-9252**



**colonialpowergroup.com/dudley**

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

<p><b>SPANISH/ESPAÑOL</b> Incluye notificación importante del <b>Town of Dudley</b> sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p><b>POLISH/POLSKI</b> Załączono ważną informację od <b>Town of Dudley</b> na temat usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyższą witrynę, aby uzyskać pomoc.</p>
<p><b>PORTUGUESE/PORTUGUÊS</b> Aviso importante incluído da <b>Town of Dudley</b> sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.</p>	<p><b>NEPALI/नेपाली</b> तपाईंको विद्युतीय सेवा बारे <b>Town of Dudley</b> संलग्न गरिएको महत्त्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवादन गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।</p>
<p><b>CHINESE (SIMPLIFIED)/ 中文</b> 随函附上来自 <b>Town of Dudley</b> 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。</p>	<p><b>MARATHI/मराठी</b> आपल्या विद्युत सेवेसंबंधी <b>Town of Dudley</b> महत्वाची सूचना सलग्न केली आहे. या सुचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.</p>
<p><b>CHINESE (TRADITIONAL)/ 中文</b> 隨附 <b>Town of Dudley</b> 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。</p>	<p><b>YORUBA/YORÙBÁ</b> Àkíyèsí pàtàkì tí a fi sínú rè láti òdó <b>Town of Dudley</b> nípa isẹ́ iná mọ̀nà mọ̀nà rẹ̀. Túmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pe nọ̀nbà náà tàbí kànsì ayélujára, lókè, fún irànlọ̀wọ̀.</p>
<p><b>HAITIAN/KREYÒL</b> Ou gen yon notifikasyon enpòtan de <b>Town of Dudley</b> sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.</p>	<p><b>IGBO/NDI IGBO</b> Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka <b>Town of Dudley</b>. Tugharịa asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.</p>
<p><b>VIETNAMESE/TIẾNG VIỆT</b> Đính kèm thông báo quan trọng từ <b>Town of Dudley</b> về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b> የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ <b>Town of Dudley</b> እንደ ዓባሪ ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።</p>

<p><b>RUSSIAN/РУССКИЙ</b>          Прилагается важное уведомление от <b>Town of Dudley</b> о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.</p>	<p><b>SOMALI/SOOMAALI</b>          Oageysiis muhiim oo ka yimid <b>Town of Dudley</b> kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.</p>
<p><b>ARABIC/عربي</b>          مرفق إخطار مهم من <b>Town of Dudley</b> عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.</p>	<p><b>JAPANESE/傑怞铂</b>          「電気供給サービスに関する <b>Town of Dudley</b> からの重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」</p>
<p><b>KHMER/ខ្មែរ</b>          សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង <b>Town of Dudley</b> គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b>          તમારી વીજળી સેવા અંગે <b>Town of Dudley</b> તરફથી મહત્વપૂર્ણ સૂચના બીડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કોલ કરો અથવા વેબસાઈટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b>          Avis important de <b>Town of Dudley</b> concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.</p>	<p><b>SWAHILI/KISWAHILI</b>          Notisi muhimu ambayo imeambathishwa kutoka <b>Town of Dudley</b> kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliyo hapo juu ili upate usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b>          Comunicazione importante in allegato della <b>Town of Dudley</b> riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.</p>	<p><b>HINDI/हिंदी</b>          आपकी बिजली सेवा के बारे में <b>Town of Dudley</b> से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करे। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b>          귀하의 전기 서비스와 관련하여 <b>Town of Dudley</b> 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b>          ประกาศสำคัญที่แนบมาจาก <b>Town of Dudley</b> เกี่ยวกับการบริการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b>          Εσωκλείεται σημαντική ειδοποίηση από την <b>Town of Dudley</b> που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.</p>	<p><b>LAO/ລາວ</b>          ແຈ້ງການສໍາຄັນທີ່ຕິດຄັດມາຈາກ <b>Town of Dudley</b> ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແບແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສໍາລັບຄວາມຊ່ວຍເຫຼືອ.</p>



# THE TOWN OF DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

## ----- ELECTRIC SUPPLY PROGRAM SUMMARY STANDARD PRODUCT

You will receive an electric supply product through THE TOWN OF DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, NATIONAL GRID, will continue to deliver the electricity you use to your home or business.

<b>PRICE</b>	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
<b>TERM</b>	Enrollment through [MONTH] [YEAR] meter read.
<b>EARLY CANCELLATION FEE</b>	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
<b>AUTOMATIC RENEWAL</b>	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
<b>RENEWABLE ENERGY CONTENT</b>	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. <b>[Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]</b>
<b>RECISSION PERIOD</b>	If you received this form as part of an automatic enrollment notification, you have until the respond by date indicated to opt-out and not be enrolled. You may leave this program and/or product at any time after you have enrolled with no charge.
<b>COMPETITIVE SUPPLIER INFORMATION</b>	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
<b>ELECTRIC UTILITY INFORMATION</b>	National Grid will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at (800) 322-3223, or by visiting its website at nationalgrid.com.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at [energyswitchma.gov](http://energyswitchma.gov).



# THE TOWN OF DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

## ----- ELECTRIC SUPPLY PROGRAM SUMMARY OPTIONAL PRODUCT

You will receive an electric supply product through THE TOWN OF DUDLEY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, NATIONAL GRID, will continue to deliver the electricity you use to your home or business.

<b>PRICE</b>	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
<b>TERM</b>	Enrollment through [MONTH] [YEAR] meter read.
<b>EARLY CANCELLATION FEE</b>	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
<b>AUTOMATIC RENEWAL</b>	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
<b>RENEWABLE ENERGY CONTENT</b>	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. <b>[Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]</b>
<b>RECISSION PERIOD</b>	You may leave this program and/or product at any time after you have enrolled with no charge.
<b>COMPETITIVE SUPPLIER INFORMATION</b>	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
<b>ELECTRIC UTILITY INFORMATION</b>	National Grid will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at (800) 322-3223, or by visiting its website at nationalgrid.com.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at [energyswitchma.gov](http://energyswitchma.gov).

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**ELECTRIC SERVICE AGREEMENT**

BETWEEN

***[Retail Electric Supplier's Full Legal Name]***

AND

**TOWN OF DUDLEY  
on Behalf of the Consumers of  
its Community Choice Power Supply Program**

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This Electric Service Agreement (“ESA”) is entered into as of [*date*] (“Effective Date”) by and between [***Retail Electric Supplier's Full Legal Name***], a \_\_\_\_\_ [corporation, limited liability company] (“Competitive Supplier”), and the **Town of Dudley**, located at 71 West Main Street, Dudley, MA 01571 (the “Aggregator”).

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, (“Restructuring Act”), which, *inter alia*, (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; and

WHEREAS, the Aggregator has developed a Community Choice Power Supply Program (“Program”) to aggregate the electricity usage of consumers located within the geographic boundaries of the Town of Dudley (the “Municipality”) and to negotiate competitive rates for the supply of electricity for such consumers; and

WHEREAS, the Aggregator received approval of its Plan from the Massachusetts Department of Public Utilities (the “Department”) on [*date*] in D.P.U. 23-XX, as may be amended from time to time (the “Plan”); and

WHEREAS, the Aggregator may offer more than one Product under the Plan, and {*remove if not applicable*}, the Plan allows the Aggregator to include an Operational Adder in Program Retail Prices {*remove if not applicable*};

WHEREAS, Competitive Supplier desires to provide All-Requirements Power Supply as described in the products set forth in Appendix A to consumers located within the Municipality, pursuant to the terms and conditions of the Aggregator's Program, the Plan and this ESA; and

WHEREAS, the Aggregator desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative retail power supply option for consumers within the Municipality; and

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

## **ARTICLE 1 DEFINITIONS**

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

**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, Renewable Energy Obligations, and other such services or products, including but not limited to any additional Renewable Energy Certificates, as specified in any Price and Term Appendix, necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

**Bankruptcy** – With respect to a Party, when 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.

**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.

**Business Day** – Any day between the period of 8:00 a.m. and ending at 5:00 p.m. Eastern Prevailing Time, except Saturday, Sunday and any day which is a legal holiday or a day on which federal banking institutions in Boston, Massachusetts are authorized by law to close.

**Change in Law** – As used herein, means any of the following:

- a) if, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any Governmental Authority with competent jurisdiction, including without limitation any amendment, modification or change in construction or interpretation of the Local Distributor's tariffs, (i) it becomes unlawful for a Party to perform any obligation under this ESA, or (ii) any Competitive Supplier or municipal aggregator or other similar license, certification or franchise status or requirements are imposed or altered in any material respect;
- b) if, (i) any regulatory agency or court having competent jurisdiction over this ESA or the Program requires a change or addition to the terms of this ESA or the Program rules or protocols that adversely affects a Party in any material respect, or (ii) any regulatory or court action affects a Party's ability to perform under this ESA in any material respect;
- c) if, any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental taxes, charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted, and thereafter becomes effective after the Effective Date of this ESA, that is applicable to the Competitive Supplier in its performance under this ESA; or
- d) if any new or additional charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, are imposed on the Competitive Supplier in its performance of this ESA by (i) ISO-NE related to a FERC approved change to ISO-NE's Tariff or Market Rule 1 issued on or after the Effective Date, or (ii) any Governmental Authority or Local Distributor, excluding, however, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department, or any specifically identified category of pending, proposed, or anticipated new costs or credits defined in any Price and Term Appendix as being included in Retail Prices; or
- e) there are any other changes by any Governmental Authority or Local Distributor to retail electric customer supply access or municipal aggregation programs in a manner which directly increases the cost of performance by the Competitive Supplier under this ESA.



**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.

**Consultant Fee** – The dollar amount per kWh as set forth in any Price and Term Appendix.

**Consumer Data** – The identifying information of all Eligible Consumers and Participating Consumers made available to Competitive Supplier resulting from the execution of this ESA, including but not limited to Local Distributor account numbers, billing names, billing addresses, service addresses, telephone numbers, kWh usage, and ICAP Tag Values.

**CPG** – Colonial Power Group, Inc., the Aggregator’s current consultant and agent acting on behalf of Aggregator, which is responsible for fulfilling certain of Aggregator’s obligations in the ESA and the development, implementation, and administration of the Program consistent with the terms of the Plan and this ESA.

**Delivery Term** – The period for which prices for All-Requirements Power Supply have been established, as set forth in any Price and Term Appendix.

**Delivery Term End Date** – The ending month of a Delivery Term as set out in any Price and Term Appendix.

**Delivery Term Start Date** – The starting month of a Delivery Term as set out in any Price and Term Appendix.

**Department** – The Massachusetts Department of Public Utilities or any successor state agency.

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

**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).

**Eligible Consumers** – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor’s distribution or transmission system, at one or more locations within the geographic boundaries of the Municipality. Eligible Consumers includes (1) consumers who have Basic Service and have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Renewable Energy product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Consumers excludes (a) consumers who have Basic Service and have asked their Local Distributor to not enroll them in service with any competitive supplier; (b) consumers receiving Basic Service and enrolled in a Renewable Energy product that prohibits switching to a competitive supplier; and (c) consumers receiving competitive supply service.

**ESA** – This Electric Service Agreement including without limitation, the appendices hereto, which are incorporated by reference, and any amendments thereto entered into by the Parties after the Effective Date.

**Event of Default** – shall have the meaning specified in Article 4.4.

**FERC** – The Federal Energy Regulatory Commission or any successor federal agency.

**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; pandemics or 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 discretionary acts or failures to act, or orders of any kind by the Aggregator may not be asserted as an event of Force Majeure by the Aggregator; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil 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.

**Forward Contract** – shall have the meaning in 11 U.S.C. §101(25).

**Forward Contract Merchant** – shall have the meaning in 11 U.S.C. 101(26).

**General Communications** – The type of communications described and defined in Article 5.6.3 herein.

**Governmental Authority** – Any national, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Aggregator.

**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.

**ICAP Tag Value** – A consumer account's contribution to peak load, expressed in kW-month, as determined by the Local Distributor pursuant to the ISO New England Manual for the Forward Capacity Market.

**Initial Eligible Consumers** – Residential, commercial, industrial, municipal, or other consumers of electricity that are Eligible Consumers as of the Effective Date.

**ISO-NE** – ISO New England, Inc., 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.

**kWh, kW** – Kilowatt-hour and kilowatts, respectively.

**Large Industrial** – A consumer’s account that meets either of the following: (i) an ICAP Tag Value assigned by the Local Distributor of 100kW or higher, or (ii) projected usage of more than 500,000kWh/year.

**Local Distributor** –The local distribution utility(ies), or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

**Low-Income Consumers** – Residential Program Consumers who are designated by the Local Distributor to a low-income tariff (Example: Rate Class code “R-2”) in any specific billing period or cycle.

**NEPOOL** – The New England Power Pool.

**New Eligible Consumers** – Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.

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

**Operational Adder** – A volumetric fee expressed in \$/kWh, set out in any Price and Term Appendix if applicable, that may be assessed by the Plan and referenced in the recitals to this ESA that Aggregator may, at its sole discretion, direct the Competitive Supplier to (i) include in Retail Prices, and (ii) collect and remit to Aggregator any funds resulting from such fee pursuant to Article 18.10 of this ESA.

**Participating Consumers** – Eligible Consumers enrolled in the Program.

**Parties** – The Aggregator and Competitive Supplier, as the context requires. In the singular, “Party” shall refer to any one of the preceding.

**Plan** –The Plan developed by the Aggregator and approved by the Department, including any amendments thereto, to aggregate electricity consumers for the primary purpose of negotiating beneficial rates for the supply of electricity for such consumers pursuant to the Program.

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

**Point of Sale** – The electric meter for each Participating Consumer’s account, as designated by the Local Distributor.

**Price and Term Appendix** – The Price and Term Appendix substantially in the form of Appendix A hereto, which is then in effect under this ESA, and which amongst other terms sets forth the prices and terms for the provision of All-Requirements Power Supply for consumers in each Rate Class.

**Product** – A unique All-Requirements Power Supply option offered to Eligible Consumers at a specific price and containing a specific combination of energy services and attributes unique from other products.

**Program** – The Community Choice Power Supply Program, under which, the Plan is described and implemented.

**Rate Class** – Consumer groupings consistent with definitions created by the Local Distributor and recognized by the Department.

**Related Documents** – As used herein, means any of the following: (i) any documents explicitly required by this ESA and executed by the Competitive Supplier, and (ii) any appendices to this ESA, including the Price and Term Appendix, and any subsequent appendices or addenda to this ESA agreed to and executed by the Parties.

**Renewable Energy Certificates (“RECs”)** – An instrument that identifies the relevant generation attributes of each MWh produced by a renewable generation unit. All such RECs will be created and recorded by the NEPOOL Generation Information System or the renewable energy certificate tracking system of the relevant ISO/RTO where such RECs are generated and retired, as applicable or be certified by a third party.

**Renewable Energy Obligations** – The total of all renewable energy commitments to Participating Consumers under this ESA including all Renewable Energy Standards obligations and any additional Voluntary Renewable Energy included in the optional Products, if applicable, as set out in any Price and Term Appendix.

**Renewable Energy Standard(s)** – Collectively, the Clean Energy Standard, the Renewable Energy Portfolio Standard, the Alternative Renewable Energy Portfolio Standard, and the Clean Peak Energy Standard, as may be defined by M.G.L. c. 21N, §§ 3(c), 3(d) and 7 (the Global Warming Solutions Act), or M.G.L. c. 25A, § 11F, § 11F1/2 (Renewable Energy Portfolio Standard and Alternative Renewable Energy Portfolio Standard), or M.G.L. c. 25A, § 17 (Clean Peak Energy Standard), or M.G.L. c. 164, § 1, or related rule or regulation.

**Retail Price(s)** – The rate(s) set forth in any Price and Term Appendix that the Competitive Supplier will charge to Participating Consumers for each Product.

**Term** – As defined in Article 4.1.

**Voluntary Renewable Energy** – Electric energy, or RECs certifying 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, and rules or regulations promulgated thereunder or, that may be otherwise added and incorporated into Products as a voluntary purchase, or REC purchase, defined in each Price and Term Appendix.

## **ARTICLE 2 RIGHTS GRANTED**

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### **2.1 GENERAL DESCRIPTION AND LIMITATIONS**

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers 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 Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers 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 recognizes, however, that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier. Notwithstanding any provision of this ESA to the contrary, if a new Rate Class is added to the Program, to the extent such Rate Class does not include consumers currently served under the Program, the Aggregator shall be permitted to enter into a separate agreement to provide power supply and other services to such Rate Class either with (i) Competitive Supplier or (ii) an alternate supplier under its own load asset.

The Aggregator authorizes the Competitive Supplier on behalf of the Municipality and any Participating Consumers to take any and all actions as the Competitive Supplier determines may be necessary to permit switching and enrollment in accordance with this ESA, Department regulations, and the Competitive Supplier's and the Local Distributor's rules and terms hereof. In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out.

The Aggregator shall specifically authorize the Local Distributor to provide, and Competitive Supplier shall have the right to obtain and utilize as required, all Consumer Data as is reasonably available from the Local Distributor, and which is necessary for the Competitive Supplier to perform its obligations under this ESA. If requested by Competitive Supplier, the Aggregator agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier in obtaining Consumer Data, including, without limitation, assisting Competitive Supplier in obtaining permission from Eligible Consumers 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 such errors are caused by errors or omissions in the information provided to it by the Local Distributor or the Aggregator.

In addition, to the extent the Aggregator is permitted by the Department to receive information regarding other Local Distributor consumers, including but not limited to New Eligible Consumers, the Aggregator shall authorize the Local Distributor to provide such information to Competitive Supplier, and the Competitive Supplier shall have the right to obtain and use such information as is reasonably available from the Local Distributor to support Aggregator-directed consumer awareness and outreach activities pursuant to Article 3.4.

This ESA is a Forward Contract and the Competitive Supplier and the Aggregator are Forward Contract Merchants.

## **2.2 NO THIRD-PARTY BENEFICIARIES/AGENCY RELATIONSHIP**

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties except as otherwise set forth under the ESA. This ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Aggregator has the right, but not the obligation, to advocate on

behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

The Aggregator is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers and is authorized to act as agent for all Participating Consumers. The Aggregator and Competitive Supplier agree and understand that Participating Consumers shall be principals or beneficiaries under this ESA and shall be deemed to have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the Aggregator, as agent for the Participating Consumers, has the right but not the obligation to bring claims against the Competitive Supplier.

### **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 FERC, the Department, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources and any other Governmental Authorities having jurisdiction over any element of the transactions contemplated by this ESA.

### **2.4 CONDITIONS PRECEDENT**

The Aggregator's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's affiliate or contracted wholesale power marketer, 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 a Competitive 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 FERC to sell power at market-based rates;
- e) complete EDI testing with the Local Distributor; and
- f) provide all other documentation reasonably required by the Local Distributor for Competitive Supplier to carry out its obligations under this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Delivery Term Start Date, the Aggregator may terminate this ESA without any liability. Any noncompliance with such requirements after the Effective Date shall be subject to Articles 4.2 and 4.4.

## **ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHT, ENROLLMENT**

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### **3.1 CONSUMER CHOICE**

The Parties acknowledge and agree that all Participating Consumers 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 obstruct the right of Participating Consumers 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 electricity supply to another.

### **3.2 APPLICABILITY OF CONSUMER NOTIFICATION REQUIREMENTS**

If this is the first ESA of the Program, then the notification requirements set forth in Article 3.3 shall apply to both Initial Eligible Consumers and New Eligible Consumers. If, however, this is not the first ESA of the Program and the Program has Participating Consumers as of the Effective Date, then the notification requirements set forth in Article 3.3 shall apply only to New Eligible Consumers, unless a Price and Term Appendix otherwise expressly obligates Competitive Supplier to conduct an opt-out mailing in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date.

The Competitive Supplier will conduct opt-out mailings to New Eligible Consumers as directed by the Aggregator but no more than four times per calendar year (unless otherwise agreed to by the Parties) and in a Commercially Reasonable timeframe as directed by the Aggregator or CPG.

### **3.3 NOTIFICATION TO CONSUMERS OF OPT-OUT RIGHTS**

Consistent with the requirements of any applicable Governmental Rules, the Aggregator will request or cause CPG to request and obtain from the Local Distributor and provide to Competitive Supplier the account number, service and billing address, and other pertinent contact information of all Initial Eligible Consumers and New Eligible Consumers, as applicable. However, CPG shall exclude any individual Large Industrial New Eligible Consumers from the list of New Eligible Consumer accounts it provides to the Competitive Supplier. Competitive Supplier shall notify each such Eligible Consumer (i) of the date, expressed as the meter read date for a given month, on which such Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program (“Opt-Out Notice”). CPG or the Aggregator will prepare and provide to Competitive Supplier the Opt-Out Notice in form and content as approved by the Department (“Approved Opt-Out Notice”), and the Competitive Supplier shall promptly provide its reasonable comments and suggestions on such form with the understanding that under current Department practice the final form is subject to Department approval. The Competitive Supplier shall mail only such Approved Opt-Out Notice to each such Initial Eligible or New Eligible Consumer, as applicable, in a Commercially Reasonable timeframe as directed by Aggregator or CPG and in compliance with Department directives, but not less than thirty-seven (37) days prior to the date of automatic enrollment as required by the Department. The Approved Opt-Out Notice shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms of service included in the applicable Price and Term Appendix as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such Initial Eligible or New Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; (iv) state how a Participating Consumer may voluntarily opt-up or opt-down to any other Products offered under the Program;

and (v) state how all Participating Consumers, 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 or penalty to Competitive Supplier. An Initial Eligible or New Eligible Consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable. The Aggregator agrees to take such further actions as the Competitive Supplier may reasonably request, and at Competitive Supplier's cost, in connection with the Competitive Supplier's performance under this Article 3.3.

The Competitive Supplier is responsible for all costs associated with Aggregator's efforts to provide consumer notification to all Initial Eligible and New Eligible Consumers under this Article 3.3. Such costs include, but are not limited to, print materials, printing, copying, mailing, postage, and language translation services. In the event Aggregator or CPG is also expected to incur any similar such costs in support of the foregoing activities ("Support Costs"), Aggregator or CPG, as applicable, will provide Competitive Supplier with advance notice thereof prior to incurring such Support Costs. The total for all Support Costs in any given calendar year shall not exceed the "Support Costs Cap" set out in any Price Term Appendix. Competitive Supplier shall coordinate with and reimburse the Aggregator or CPG for all Commercially Reasonable and actual, documented Support Costs. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of this ESA whether received prior to the initial enrollment or after accounts have been enrolled. Competitive Supplier will make this opt-out list available to the Aggregator or CPG upon request.

In providing the notifications set forth in this Article 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Aggregator or CPG for the purpose of performing such obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Initial Eligible or New Eligible Consumers resulting from errors or omissions in the information provided to it by the Aggregator or CPG. For clarification purposes, all mailing lists of Initial Eligible and/or New Eligible Consumers to receive notices pursuant to this Article 3.3 shall be requested by the Aggregator or CPG from the Local Distributor and shared with Competitive Supplier. The Aggregator and CPG acknowledge that the Competitive Supplier shall not be responsible for requesting mail listings directly from the Local Distributor. Competitive Supplier shall not be responsible for delays in sending notifications to Initial Eligible Consumers, New Eligible Consumers, or Participating Consumers to the extent caused by delays in receiving information, including the form of communication, from the Aggregator or CPG.

### **3.4 CONSUMER AWARENESS**

**3.4.1 Consumer Notification of New Competitive Supplier** - In the event the Program has Participating Consumers as of the Effective Date of this ESA and the Competitive Supplier is not the current supplier of the Program, then prior to the Competitive Supplier's initial enrollment of any consumer accounts on the Delivery Term Start Date, CPG or the Aggregator will provide to Competitive Supplier the Local Distributor account number, service address, billing address, and other pertinent contact information of Participating Consumers. Competitive Supplier shall notify such Participating Consumers that Competitive Supplier will be providing All-Requirements Power Supply as of the Delivery Term Start Date, and the Retail Price(s) and Program Products pursuant to the applicable



Price and Term Appendix of this ESA. CPG or the Aggregator will prepare and provide to Competitive Supplier the form and content of the notice and Competitive Supplier shall provide such notice to each Participating Consumer in a Commercially Reasonable timeframe and manner as directed by the Aggregator or CPG. The Competitive Supplier is responsible for all costs associated with such consumer notification including, but not limited to, print materials, printing, copying, mailing, postage and language translation services.

**3.4.2 Competitive Supplier or CPG Consumer Awareness Activities** - Provided all Parties mutually agree on the content and method, the Competitive Supplier or CPG may each conduct consumer awareness efforts at such party's sole expense. Any such efforts must be consistent with the Education Plan included in the Plan.

**3.4.3 Aggregator Consumer Awareness Activities** - Competitive Supplier shall be responsible for the costs associated with Aggregator-directed consumer awareness efforts but only if such efforts and the scope thereof are detailed and explicitly delegated to Competitive Supplier in any Request for Proposals for competitive electric supply services issued in connection with this ESA and also expressly set out in any Price and Term Appendix ("Program Promotions"). Such Program Promotions may include enhancements to the Aggregator's website, print advertisements, paid social media, consumer outreach, and the preparation and delivery of educational materials that are separate and apart from other consumer notification mailings required pursuant to this ESA. Competitive Supplier will not be responsible for the costs of any promotion(s) of the program that is not a Program Promotion included in the Request for Proposal and Price and Term Appendix. The Aggregator may also request Competitive Supplier to print and mail Aggregator-prepared Program Promotions materials to Participating Consumers, Eligible Consumers, or electricity consumers of the Municipality, provided, however, any such efforts shall not occur more than once in any given calendar year during the term of this ESA, and provided further that the content of such Program Promotions shall be subject to Competitive Supplier's reasonable comments, and final approval by the Department. The total costs for all Program Promotions in any given calendar year shall not exceed the "Program Promotions Cap" set out in any Price Term Appendix. Further, the Aggregator may, in its discretion, adjust the Retail Price(s) to allow either the Aggregator or CPG to recoup costs incurred by either party for Aggregator-directed consumer awareness efforts, in which case the Aggregator will direct Competitive Supplier to collect and remit such reimbursements to the Aggregator or CPG as appropriate.

## **3.5 ENROLLMENT**

The enrollment procedures set out in this Article 3.5 are also summarized in Exhibit A to this ESA. However, in the event of a conflict between this Article 3.5 and Exhibit A, the terms in this Article 3.5 shall govern. Competitive Supplier shall perform any consumer enrollments pursuant to this Article 3.5 in accordance with applicable Local Distributor rules.

**3.5.1 Initial Eligible Consumers** – If applicable pursuant to Article 3.2, CPG or the Aggregator shall provide Competitive Supplier with the list of Initial Eligible Consumers, as well as such Initial Eligible Consumers' service and billing addresses, and any other related

information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date.

**3.5.2 Participating Consumers** - If applicable pursuant to Article 3.4, CPG or the Aggregator shall provide Competitive Supplier with the list of Participating Consumers, as well as such Participating Consumers' service and billing addresses, and any other related information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date. All Participating Consumers will continue to be enrolled in the Program under the terms of this ESA unless they opt-out in accordance with the Plan, this ESA, and Governmental Rules.

**3.5.3 New Eligible Consumers** - New Eligible Consumers (a) who are provided notice, and (b) elect not to opt-out of the Program, each as provided in Article 3.3, will be automatically enrolled by Competitive Supplier in the Program at the Retail Price for the standard Product.

**3.5.4 Eligible Consumers that Previously Opted Out** - At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program, with the exception of Large Industrial Eligible Consumers, may request that they be enrolled in the Program. Competitive Supplier will provide All-Requirements Power Supply to such Eligible Consumers at the Retail Price applicable for the Product selected.

**3.5.5 Eligible Consumers Previously Served by Third Parties** - Competitive Supplier agrees that, with the exception of Large Industrial consumers, consumers that are being served or were previously served under third-party competitive supply agreements may affirmatively opt-in and receive All-Requirements Power Supply at the Retail Price applicable for the Product selected when such agreements terminate or are otherwise completed.

**3.5.6 Large Industrial Consumers** – Large Industrial consumers that (i) are New Eligible Consumers, (ii) previously opted out of the Program, or (iii) are being served or were previously served under third-party competitive supply, may request to be enrolled in the Program and the Competitive Supplier shall offer to provide All-Requirements Power Supply to such Large Industrial consumers based on the then market rate as determined by the Competitive Supplier in its sole discretion for the Product selected. Such offer shall be consistent with all terms of this ESA, including but not limited to the consumer's ability to opt-out of the Program at any time without penalty. Prior to enrollment, the Competitive Supplier shall promptly provide written notice to CPG if any Large Industrial Eligible Consumer accepts such market rate offer.

## **ARTICLE 4 TERM OF AGREEMENT AND TERMINATION**

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### **4.1 TERM**

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply for any Delivery Term shall commence on the Delivery Term Start Date, and shall terminate on the Delivery Term End Date, each as set out in a Price and Term Appendix, unless terminated earlier under Article 4.2 below ("Term");

provided further, however, the Competitive Supplier will only begin service to a Participating Consumer after such Participating Consumer has been enrolled by the Competitive Supplier and the Participating Consumer has been switched by the Local Distributor to the Competitive Supplier in accordance with all Governmental Rules. It may take up to two billing cycles for the enrollment with the Competitive Supplier to take effect. The Competitive Supplier is not responsible for any such delay, or any failure or delay in enrolling any Participating Consumer caused by the Local Distributor. The Aggregator shall provide such cooperation, assistance, documents, authorizations, instruments and other information as reasonably requested by the Competitive Supplier to permit the enrollment and servicing of Participating Consumers in the Program.

#### **4.2 TERMINATION**

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

- a) by the Aggregator or the Competitive Supplier if either Party fails pursuant to Article 4.4 to cure any breach of any material provision of, or obligation under, this ESA (including, but not limited to, Article 5.6.2 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 Aggregator or the Competitive Supplier if the other Party is in Bankruptcy as that term is defined in this ESA; or
- c) by the Aggregator 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 and invalidates or disapproves this ESA in whole or in significant part; or
- d) by the Aggregator in the event of the failure of the Competitive Supplier to supply All-Requirements Power Supply to Participating Consumers; provided, however, that the Aggregator shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply, through no fault of Competitive Supplier, is a direct result of a Force Majeure or, to the extent not qualifying as Force Majeure, actions or non-actions by any transmission service provider, the Local Distributor, the Aggregator, CPG, the ISO-NE, or a Governmental Authority.

#### **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. The Competitive Supplier shall reasonably cooperate in good faith to transition Participating Consumers to a new competitive supplier or back to the Local Distributor. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of Competitive Supplier's right to collect all monies due for services rendered, and except as otherwise expressly provided in this ESA. It may take up to two billing cycles to transfer Participating Consumers to another provider or the Local Distributor and the Competitive Supplier is entitled to all payment for All-Requirements Power Supply provided

whether before or after the date of termination. The Aggregator shall require any successor competitive supplier to make best efforts to switch Participating Consumers away from Competitive Supplier and to its own service upon the Delivery Term End Date. The Competitive Supplier is permitted to cause the Local Distributor to drop the accounts of any Participating Consumers which are not switched or dropped by the Delivery Term End Date.

#### **4.4 EVENT OF DEFAULT AND SPECIFIC PERFORMANCE**

Notwithstanding any other provision to the contrary herein, the Parties agree that it will be an Event of Default if (i) a Party fails, pursuant to Article 4.2(a), to cure a breach of any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) a Party becomes Bankrupt, (iii) in the case of Competitive Supplier, the Competitive Supplier fails to provide All-Requirements Supply as set forth in and subject to Article 4.2(d), (iv) a Party modifies, suspends or terminates the Program during the Term, except where such modification, suspension or termination is, through no fault of the Party, required by Governmental Rules, or (v) a Party seeks to terminate this ESA except as expressly authorized in this ESA, including Article 4.2. Upon an Event of Default by Aggregator, Competitive Supplier shall be entitled to specific performance of this ESA as its sole remedy. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Aggregator's actions as described in (i), (iv) or (v), and further agree that Competitive Supplier will suffer irreparable harm if the Aggregator takes any of the actions described in (i), (iv), or (v) herein.

#### **4.5 EXTENSION**

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties, provided however, any new pricing terms shall be negotiated, and the Parties shall amend this ESA by executing an updated Price and Term Appendix. Upon any such extension of this ESA, this ESA shall continue to be in effect, and all provisions of the ESA as amended 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**

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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 employ an adequate number of competently trained and experienced personnel to carry out its responsibilities; exercise all reasonable efforts to deliver or arrange to deliver a supply of such amounts of electricity to the Point of Delivery as are required under this ESA; comply in all material respects with all relevant industry standards and practices for the supply of electricity to Participating Consumers.

#### **5.2 CUSTOMER SERVICE ACCESS**

The Competitive Supplier shall provide, or cause to be provided, certain customer services to Participating Consumers and Eligible Consumers. Such services shall be reasonably accessible to Participating Consumers, shall allow Participating Consumers and Eligible Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Participating Consumers, the Aggregator, CPG, and the Local Distributor. A toll-free telephone number shall be established by Competitive Supplier on or before the Effective Date and shall be available for Participating Consumers to contact Competitive Supplier not later than 8:00 AM and continuing at least until 5:00 PM Eastern Prevailing Time, Monday through Friday, excluding federal holidays to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Aggregator will post Program-related information on the Aggregator's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

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

To the extent authorized by the Participating Consumer(s) (if such individual authorization is required by law), the Competitive Supplier shall, during normal business hours, respond promptly and without charge to reasonable requests of the Aggregator or CPG for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. 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 Consumers, or to comply with any regulation of the Department or Attorney General regarding customer service.

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

#### **5.4.1 Renewable Energy Obligations**

Competitive Supplier shall manage the Renewable Energy Obligations pursuant to this ESA. To the extent the ESA requires Voluntary Renewable Energy to be sourced from resources that are tracked within the NEPOOL Generation Information System ("NEPOOL GIS"), the Competitive Supplier shall create and manage either a NEPOOL GIS subaccount or reserve account exclusively for the Program to receive, account for, track, and manage any and all RECs acquired and delivered to meet the voluntary renewable requirements of Products containing Voluntary Renewable Energy, if any ("Program GIS Account"), but only if a requirement for a Program GIS Account is explicitly set out in any Request for Proposals for competitive electric supply services in connection with this ESA and set forth in the applicable Price and Term Appendix to this ESA. Regardless of whether Competitive Supplier is required to establish a Program GIS Account, Competitive Supplier nonetheless shall be required to provide documentation satisfactory to the Aggregator demonstrating that Competitive Supplier met all voluntary renewable requirements of Products containing Voluntary Renewable Energy. Competitive Supplier shall provide such documentation or

copies of detailed reports from the Program GIS Account pursuant to Article 11.1.1 and as requested from the Aggregator from time to time.

**5.4.2 {Reserved}**

**5.4.3 Interruption to Delivery Service**

Competitive Supplier shall not be responsible to the Aggregator or any Participating Consumers in the event the Local Distributor, for whatever reason and through no fault of Competitive Supplier, physically disconnects, curtails or reduces service to Participating Consumers.

**5.5 NON-DISCRIMINATORY PROVISION OF SERVICE**

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis pursuant to the prices and terms as set out in the then effective Price and Term Appendix. The Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of the Local Distributor or other competitive supplier. Competitive Supplier shall be permitted to drop any Participating Consumer and return such consumer to the Local Distributor for failure to make timely payments of its invoice to the Local Distributor pursuant to Article 7.4.2 if Competitive Supplier has not otherwise been compensated by the Local Distributor pursuant to its Competitive Electric Competitive Supplier Service Agreement with the Local Distributor.

**5.6 CONSUMER DATA AND COMMUNICATIONS WITH CONSUMERS**

**5.6.1 Limitations**

Notwithstanding anything to the contrary in this ESA, including this Article 5.6, the Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers provided by Aggregator or CPG to send Aggregator-approved educational materials, opt-out notices, or other communications essential to the operation of the Program consistent with the terms of this ESA. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers. Aggregator shall also be responsible for securing any required approvals for communications with Participating Consumers, including any necessary review by the Department.

**5.6.2 Ownership and Use of Consumer Data**

Competitive Supplier acknowledges that, as between the Parties, the Aggregator shall have exclusive ownership of all right, title, and interest in and to all Consumer Data. Competitive Supplier shall use Consumer Data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services required or permitted under this ESA and Competitive Supplier shall treat Consumer Data as confidential information. Any other use of Consumer Data without the prior written consent of the Aggregator is strictly prohibited. Competitive Supplier shall maintain all Consumer Data in electronic format. Unless restricted by applicable Governmental Rules, the Competitive Supplier will make

Consumer Data available to the Aggregator or CPG upon request. Aggregator shall be responsible for CPG's possession and use of Consumer Data. Notwithstanding anything in Article 16 to the contrary, Competitive Supplier may share Consumer Data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply, other rights, or performance obligations pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will inform any such vendor in writing of the confidential nature of Consumer Data and the restrictions set forth in this Article 5.6 and elsewhere in this ESA. In the event the Aggregator has chosen a new supplier for its Program, then prior to the Delivery Term End Date and at a time determined by the Aggregator, Competitive Supplier shall provide a copy of the Participating Consumer data in an electronic format which is generally usable, as it then exists, to the Aggregator and at the Aggregator's written direction, to other parties, such as the new supplier, which the Aggregator represents will have been authorized to receive such data; provided that Competitive Supplier will provide such data on an "as-is" basis and without warranty of any kind. **COMPETITIVE SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO SUCH DATA, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** A material violation of this Article 5.6.2 by Competitive Supplier, its affiliates or third-party vendors shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees such a violation of this Article 5.6.2 will constitute irreparable harm.

### **5.6.3 Approval of General Communications**

Prior to sending any direct mail, electronic mail, or other similar communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), Competitive Supplier shall provide a copy of such General Communication to the Aggregator for its review to determine whether such communication is essential to the operation of the Program pursuant to Article 5.6.1. The Aggregator shall have the right to object to such General Communications and suggest revisions, provided, however, that the Aggregator's approval shall not be unreasonably withheld or delayed. The Aggregator 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 Aggregator, and the Competitive Supplier shall not send such rejected or excluded General Communication; provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure, Change in Law, or any communication required by the Department or any other Governmental Authority.

### **5.6.4 Direct Marketing**

Competitive Supplier agrees not to engage in any direct marketing of a new product or service to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a direct result of this ESA unless first approved in writing by Aggregator or CPG. Any new product or service that the

Competitive Supplier and/or the Aggregator wish to make available to Participating Consumers pursuant to this Article 5.6.4 is subject to Department approval. For the purposes of this provision, “direct marketing” shall include any outbound sales-based telephone call, mailing, or electronic mail from Competitive Supplier to a Participating Consumer through which Competitive Supplier markets products or services other than those being provided pursuant to this ESA. 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.”

#### **5.6.5 Participating Consumer Lists**

To the extent not prohibited by any Governmental Rule, the Competitive Supplier shall provide a list of the Participating Consumers being served by the Competitive Supplier to the Aggregator or CPG upon written request, including such reasonable identifying and usage information as the Aggregator may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

### **5.7 COMPLIANCE WITH LAWS AND STANDARDS**

The Parties shall promptly and fully comply with all existing and future Governmental Rules as applicable to the activities covered by this ESA, including, as to Competitive Supplier, all applicable Renewable Energy Standards.

### **5.8 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 Aggregator’s assistance in obtaining such consent or approval and the Aggregator 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 will continue to request the Aggregator’s assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated dollar amount, reasonably incurred by the Aggregator in connection with such efforts.

## **ARTICLE 6 ROLE OF THE AGGREGATOR**

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Under this ESA, the Aggregator 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 Aggregator (in addition to fulfilling its obligations under this ESA) is to set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA, and to enforce the Competitive Supplier’s compliance with those terms and conditions. The Parties agree that Aggregator 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 Aggregator may be considered to be



operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. All Participating Consumers are bound as principals and beneficiaries to this ESA subject to the provisions of M.G.L. c. 164, § 134 and Department rules and practice. The Competitive Supplier hereby agrees that it will take no action that would make the Aggregator liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

## **ARTICLE 7 PRICES AND SERVICES; BILLING**

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### **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 the then effective Price and Term Appendix to this ESA.

### **7.2 OBLIGATION TO SERVE**

As between the Parties, Competitive Supplier has the sole obligation, subject to Article 5.5, to arrange for the delivery of All-Requirements Power Supply for all Participating Consumers at the Point of Delivery.

### **7.3 METERING**

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's terms and conditions for competitive suppliers, as may be amended from time to time.

### **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 Consumers at the Point of Sale. In accordance with the Local Distributor's terms and conditions for competitive suppliers, Competitive Supplier will be responsible for any and all line losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

#### **7.4.2 Billing and Payment**

Competitive Supplier shall cause the Local Distributor to prepare and mail bills to Participating Consumers monthly based on the meter readings performed by the Local Distributor for each Participating Consumer's meter(s). The Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable, the Competitive Supplier may bill based on its good faith estimates of usage, and 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 Retail Prices set out in any Price and Term Appendix do not include current and future charges collected or assessed by the Local Distributor pursuant to its distribution service tariff, or local transmission costs as may be imposed by NEPOOL, ISO-NE or individual electric utilities that have FERC transmission tariffs or other such distribution and transmission charges. All such costs will be billed to and collected from Participating Consumers 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 to the extent permitted by any Governmental Rules.

### **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 required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

## **ARTICLE 8 OPTIONAL PRODUCTS**

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Competitive Supplier agrees that it will offer the optional Products described in the then effective Price and Term Appendix into its provision of All-Requirements Power Supply under this ESA.

## **ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS**

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Competitive Supplier agrees that it shall comply with the regulations applicable to Competitive Supplier regarding the supply of retail power to Participating Consumers, 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). If a Participating Consumer so permits, 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 Aggregator and CPG of any consumer complaints submitted to, and recorded by, the Department or the Massachusetts Attorney General's Office by a Participating Consumer and received by Competitive Supplier that Competitive Supplier is unable to resolve with the Participating Consumer within five (5) Business Days following Competitive Supplier's receipt of the complaint. Competitive Supplier agrees to notify the Aggregator and CPG of such complaints after the expiration of said fifth Business Day, and the Aggregator or its agent may, at Aggregator's election, participate and advocate on behalf of the Participating Consumer in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law.

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 under this ESA, a

Participating Consumer 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 to 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 Reporting**

**Monthly Consultant Fee Payment/Usage Details Report (Appendix C)** – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of usage details, to back up each Consultant Fee payment made to CPG, which will contain:

- a. Aggregation Name
- b. Consumer Name
- c. Load Zone (NEMA, SEMA, WCMA)
- d. Utility Name - Eversource East (Boston Edison), Eversource East (Commonwealth), Eversource West (WMECo), NGRID, Unitil
- e. Rate Class Code (R1, R2, G1, G2, S1, etc.) at time of billing
- f. Utility Acct#
- g. Service Account# (Eversource West only)
- h. Utility Meter# (Eversource East and Unitil only)
- i. Inv#/Bill#
- j. Invoice Date (Period)
- k. Meter Read Cycle
- l. Monthly Usage From/Start Date
- m. Monthly Usage To/End Date
- n. # of kWh's Used
- o. Aggregation Rate (that the utility charged)
- p. Consultant Fee Payment Date (month/year)
- q. Consultant Fee Payment (Consultant Fee x kWh)
- r. Account Status (Enrolled, Active, Dropped, Cancelled)
- s. Invoice Type (Final Bill, Original, Estimate)
- t. Product Offered

**Monthly Enrollment Report (Appendix D)** – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of enrollment data broken down by rate code classification (including additional breakout of R2 data; see tabs 3 and 4 of Appendix D for further clarification):

- a. Accounts Enrolled at Start of Month
- b. Number of Accounts that have Moved, Closed or Switched Supplier
- c. Number of Accounts that have Opted-Out
- d. Number of Accounts that have Opted-In
- e. Accounts Remaining at End of Month

The monthly reports will be due to the Aggregator or CPG within five (5) Business Days following the close of each month. This information shall be listed separately for each Product and Rate Class. This information shall be provided in electronic format.

**Weekly Enrollment Report (Appendix E)** – At the request of Aggregator or CPG, Competitive Supplier shall provide a weekly report of enrollment transactions with the information as detailed in Appendix E to this ESA.

**Operational Reports** - Competitive Supplier shall provide CPG with a copy of the Local Distributor’s sync files for the Program on a monthly basis.

**EDI Transactions** – Competitive Supplier shall provide CPG with electronic copies of all incoming and outgoing EDI transactions which relate to this ESA.

**ISO-NE Settlement Data** – Provided that Competitive Supplier has a dedicated load asset(s) solely for the Program relating directly to this ESA, Competitive Supplier shall provide the Aggregator or CPG on a quarterly basis with ISO-NE settlement data for the load asset(s) created for the Program (hourly real-time load obligation and monthly capacity settlement reports, inclusive of daily MW requirement, both preliminary and re-settlement files).

**NEPOOL GIS Quarterly Settlement Reports** – On an annual basis, after June 15 of the given calendar year, Competitive Supplier shall provide the Aggregator or CPG with NEPOOL Generation Information System settlement reports associated with the Program GIS Account, if applicable, or otherwise provide appropriate documentation, as each is defined in Article 5.4 for any RECs acquired and/or retired by the Competitive Supplier to meet any Voluntary REC product obligations pursuant to this ESA. The Aggregator acknowledges that Competitive Supplier, in its own discretion, may choose to retire RECs only once per calendar year by the NEPOOL GIS 4<sup>th</sup> quarter retirement deadline on or around June 15 or more frequently throughout the year.

### **11.1.2 Standard of Care**

Competitive Supplier, Aggregator, and CPG shall use Commercially Reasonable practices in preparing, maintaining, and providing any information or data required under the ESA. To the extent that Competitive Supplier, Aggregator, or CPG determines that any information

or data provided hereunder is in error in any material respect, it shall promptly provide corrected information or data within a Commercially Reasonable time.

## **11.2 DISCLOSURE LABEL**

Within fifteen (15) Business Days of the end of a quarter (quarter end dates are March 31, June 30, September 30 and December 31), to the extent required by the Department of all competitive suppliers to be disclosed to the Aggregator or Participating Consumers (as defined herein), Competitive Supplier shall present to CPG a copy of the current “Disclosure Label” which label shall include all required information pertaining to Competitive Supplier’s power supply used to serve Participating Consumers 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 its books and records directly relating to the services hereunder by Competitive Supplier to Participating Consumers in accordance with any applicable regulations or guidelines of the Department, FERC, and any other Governmental Authority. Competitive Supplier shall provide to the Aggregator, at the Competitive Supplier’s sole expense, copies of all reports mandated by the Securities and Exchange Commission, provided that to the extent such reports are available to Aggregator on [www.sec.gov](http://www.sec.gov), Aggregator may obtain the reports at that website.

## **11.4 COPIES OF REGULATORY REPORTS AND FILINGS**

Upon reasonable written request, Competitive Supplier shall provide to the Aggregator a copy of each public periodic or incident-related report or record expressly and exclusively 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. The Aggregator shall treat any reports and/or filings received from Competitive Supplier as confidential information if required by Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies. Competitive Supplier may redact certain confidential aspects of such reports if it contains personal or private information of third parties.

## **ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW**

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### **12.1 CHOICE OF LAW, JURISDICTION AND VENUE**

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts, without application of any rules relating to conflicts-of-laws. 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 Aggregator is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

### **12.2 DISPUTE RESOLUTION**

The Parties agree to use their respective Commercially Reasonable 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. Notwithstanding anything in this Article 12.2 to the contrary, this Article 12.2 shall not prevent a Party from initiating litigation in order to toll an applicable statute of limitations, seeking injunctive relief to prevent irreparable harm, or seeking specific performance as provided by this ESA.

## **ARTICLE 13 INDEMNIFICATION**

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### **13.1 INDEMNIFICATION BY THE SUPPLIER**

Up to and at the Point of Delivery, Competitive Supplier shall indemnify, defend and hold harmless the Aggregator the Aggregator's officers, employees, agents, representatives and independent contractors ("Aggregator Indemnified Parties") from and against any and all costs, claims, liabilities, damages, losses, expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising from claims, causes of action, suits or judgments ("Claim"), incurred by, on behalf of or involving any one of the Aggregator Indemnified Parties to the extent arising from or in connection with third party claims alleging (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions or omissions (where there is a duty to act) of the Local Distributor, the Aggregator or its employees or agents (including CPG), or (ii) Competitive Supplier's actions or omissions (where there is a duty to act) taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Aggregator, to investigate, handle, respond to, and defend any such Claim at Competitive Supplier's expense arising under this Article 13.1, and in that event, Competitive Supplier shall assume sole control and authority to defend, appeal and/or or settle the Claim through reputable independent counsel of its own choosing. The Aggregator Indemnified Party(ies) and the Competitive Supplier shall reasonably cooperate in the defense of any Claim. Notwithstanding the foregoing, the Aggregator Indemnified Party(ies) may participate in the defense of any Claim through its own counsel at its own expense. The Competitive Supplier shall give prompt written notice to such Aggregator Indemnified Party(ies) of any proposed settlement of an indemnified Claim. The Competitive Supplier may not, without prior written consent of the Aggregator Indemnified Party(ies), which shall not unreasonably withheld, conditioned, or delayed, settle or compromise any Claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. The foregoing is in addition to and not in limitation of any other remedies available to an Aggregator Indemnified Party.

### **13.2 NOTICE OF INDEMNIFICATION CLAIMS**

If an Aggregator Indemnified Party 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. If requested by the Aggregator Indemnified Party pursuant

to Article 13.1, 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 Aggregator Indemnified Party.

### **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**

All Parties agree that, in accordance with Massachusetts law, they have a duty to mitigate damages and covenant that they will use reasonable efforts to mitigate any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

## **ARTICLE 14 REPRESENTATIONS AND WARRANTIES**

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### **14.1 BY THE SUPPLIER**

As a material inducement to the Aggregator's execution of this ESA, the Competitive Supplier hereby represents and warrants to the Aggregator 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 by the Competitive Supplier 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 Aggregator 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) To the best of its knowledge, none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Aggregator 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;
- g) the Competitive Supplier is a Forward Contract Merchant.

## 14.2 BY THE AGGREGATOR

As a material inducement to the Competitive Supplier's execution of this ESA, the Aggregator 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 obligation of the Aggregator enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the Aggregator's powers, have been or will be duly authorized by all necessary action;
- c) the Aggregator 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;
- d) the Aggregator is authorized and empowered by the provisions of G.L. c. 164, § 134, to organize and implement the Program and has taken all action necessary to establish the Program;
- e) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of the Aggregator or its agent(s) 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
- f) no Bankruptcy is pending or threatened against the Aggregator nor is the Aggregator contemplating Bankruptcy;

## **ARTICLE 15 INSURANCE**

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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, throughout the term of this ESA, commercial general liability insurance of no less than \$1,000,000 combined single limit and excess liability coverage of no less than \$3,000,000 with insurers and with the Aggregator named as additional insured. Competitive Supplier shall provide the Aggregator with evidence, reasonably satisfactory to the Aggregator, of its required insurance hereunder, upon request.

## **ARTICLE 16 CONFIDENTIALITY**

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Notwithstanding anything to the contrary in this Article 16, nothing in this Article 16 shall be interpreted to prevent, delay or interfere with the Aggregator's acting in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes (collectively, the "Public Records Law"), if any, relative to any requests for public information concerning this ESA received from a third party.

To the extent consistent with the Public Records Law, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates, employees, or contractors) 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. Notwithstanding the foregoing or anything to the contrary in this Article, 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; (v) is required to be publicly reported under any U.S. or state securities law; or (vi) is not exempt from disclosure under the Public Records Law.

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants, and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. 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, the disclosing Party shall request in writing 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 to enable the other Party, at its cost and expense, 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 Aggregator's assistance in protecting the confidentiality of its information and the Aggregator 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 Aggregator's assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated amount, reasonably incurred by the Aggregator in connection with such efforts.

For the avoidance of doubt, subject to the public records laws referenced above (but including a Party's right to have information remain confidential under such public records law), 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 Consumers including, without limitation, account number, 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 Consumers;
- 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, including, but not limited to any guaranty or letter of credit;
- g) any non-public (as defined under the Public Records Law) 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 CHANGE IN LAW**

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If, after the Effective Date, a Change in Law 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 of this ESA, the affected Party shall send written notice to the other Party, setting forth the Change in Law or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Any Department-approved changes to the Local Distributor's Purchase of Receivable ("POR") Plan originally approved by the Department pursuant to D.P.U. 10-53 shall be deemed a Change in Law. For the purposes of clarity, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department shall not constitute a Change in Law hereunder. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to mitigate such effect. Alternatively, if as a direct result of such a Change in Law or New Taxes, the Competitive Supplier incurs additional, material costs in performance of its obligations under this ESA, the Competitive Supplier shall provide a written notice to the Aggregator that documents: a) the effective date of the Change in Law or New Taxes; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Change in Law or New Taxes; c) the timing of the cost impact to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in the price per kWh that is billed by the Local Distributor, designed to reimburse the Competitive Supplier for such cost impact. If the Aggregator and the Competitive Supplier cannot agree on the amendment to this ESA or reimbursement contemplated by this section, the matter shall be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

## **ARTICLE 18 MISCELLANEOUS**

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### **18.1 ASSIGNMENT**

Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the Aggregator. Such approval may be denied at the reasonable discretion of the Aggregator if it determines that the proposed assignee does not have at least the same ability to perform and the same financial ability as the Competitive Supplier. Notwithstanding the foregoing, the Competitive Supplier may assign this ESA without the consent of Aggregator to (i) an affiliated entity under common control or management with Competitive Supplier, (ii) Competitive Supplier's corporate parent, (iii) the surviving entity in a merger or consolidation in which it participates, or (iv) a purchaser of all or substantially all of its assets, with advance written notice to Aggregator so long as (i) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA in a form reasonably satisfactory to the Aggregator, (ii) any pending Events of Default have been cured by Competitive Supplier, and (iii) the proposed assignee's credit rating is equal to or better than that of the Competitive Supplier as of the effective date of such assignment. 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 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:

[NAME]  
[COMPANY]  
[ADDRESS]  
[CITY], [STATE] [ZIP]  
[PHONE]  
[FAX] [EMAIL]

If to Aggregator:

Mr. Mark Cappadona  
Colonial Power Group, Inc.  
5 Mount Royal Avenue, Suite 5-350  
Marlborough, Massachusetts 01752  
(508) 485-5858 ext. 3 (phone)  
(508) 485-5854 (fax)  
[mark@colonialpowergroup.com](mailto:mark@colonialpowergroup.com)

With a Copy To:

Mr. Jonathan Ruda, Town Administrator  
Town of Dudley  
71 West Main Street  
Dudley, MA 01571  
(508) 949-8030

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 18.2 by giving notice thereof in the manner required herein.

### **18.3 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 Aggregator in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Aggregator changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.2.

### **18.4 ENTIRE ESA; AMENDMENTS**

This ESA and the Related Documents 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.

### **18.5 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 obtaining knowledge of 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 any event of Force Majeure continues for a period of ninety (90) 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 such termination by either Party shall not constitute a default under this ESA and shall not give rise to any liability to either Party.

### **18.6 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 attorneys' fees and expenses.

### **18.7 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 Aggregator and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

## **18.8 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.

## **18.9 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. A PDF of a signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## **18.10 THIRD PARTIES**

The Retail Price(s) for All-Requirements Power Supply as set out in the then effective Price and Term Appendix shall include (i) a Consultant Fee, payable by the Competitive Supplier to CPG, and (ii) if applicable, an Operational Adder payable by Competitive Supplier to the Aggregator. Competitive Supplier shall make monthly Consultant Fee and Operational Adder payments on behalf of Participating Consumers over the Term of this ESA by multiplying the applicable rate by the actual usage of Participating Consumers for which payment has been received by the Competitive Supplier. Notwithstanding anything to the contrary in this ESA, the Consultant Fee payable hereunder is subject to the terms and conditions of any certain broker agreement between Competitive Supplier and CPG, if applicable. Competitive Supplier acknowledges the payment obligation set forth in this provision is a material obligation of Competitive Supplier during the term of this ESA. The Consultant Fee payment and Operational Adder payment, if applicable, shall be paid by the end of the subsequent calendar month following receipt by Competitive Supplier of payments by Participating Consumers. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as otherwise set forth under the ESA, there shall be no other third-party beneficiaries to this ESA.

## **18.11 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.

## **18.12 CO-OPERATION**

In the event this ESA requires approval from the Department, each Party agrees to use Commercially Reasonable efforts to cooperate in seeking to secure such approval, and in the case of Aggregator, shall direct CPG or its successor to use Commercially Reasonable efforts to comply with this provision.

### **18.13 PLAN**

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date, is incorporated into this ESA by reference, and that it shall be construed harmoniously with this ESA to the greatest practicable extent; notwithstanding the foregoing, but subject in all events to Governmental Rules, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Aggregator will provide advance notice of any proposed amendments to the Plan to Competitive Supplier and thereafter 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 18.4 of this ESA.

### **18.14 ADVERTISING LIMITATIONS**

#### **18.14.1 Advertising and Marketing**

The Parties agree not to use the name of the other Party or make any reference to the other Party without the prior written consent of the other Party (which may be via email) in any advertising or marketing materials. Any proposed use of the name of a Party must be submitted in writing for agreement and prior approval. The Parties may elect to collaborate to prepare pre-approved marketing for the Aggregator or for the Competitive Supplier to utilize during the Term of this ESA without approval for each usage.

#### **18.14.2 Trademark and Trade Name**

The Aggregator acknowledges that either the Competitive Supplier or 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 Aggregator hereunder, and the Aggregator agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

### **18.15 PRESS RELEASES**

The Parties shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use good faith efforts to agree as to the form, substance and timing of such release or statement.

### **18.16 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.

## **18.17 SURVIVAL OF OBLIGATION**

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

## **18.18 REMEDIES**

### **18.18.1 General**

Subject to the limitations set forth in Article 18.18.2 below and Article 4, the Aggregator 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.

### **18.18.2 Limitations**

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS ESA OR THE COMPETITIVE SUPPLIER'S PERFORMANCE HEREUNDER. THE COMPETITIVE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO A PARTICIPATING CONSUMER'S EQUIPMENT OR FACILITIES.

### **18.18.3 Jury Trial Waiver**

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESA. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESA.

## **18.19 INTERPRETATION**

Where (i) the terms of a particular provision expressly identifies such provision as essential or material and (ii) the breach of the provision would be an Event of Default, the omission of similar terms in other provisions of this ESA shall not be interpreted to mean that such other provisions are not essential or material, or that a breach of such other provisions would not be a material breach or Event of Default.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this ESA as of the Effective Date

**[COMPETITIVE SUPPLIER]**

By: \_\_\_\_\_  
Name:  
Title:  
Address:

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

**TOWN OF DUDLEY**

By: \_\_\_\_\_  
Name: Jonathan Ruda  
Title: Town Administrator  
Address: 71 West Main Street  
Dudley, MA 01571

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



## EXHIBIT A

### Enrollment and Pricing Procedures

#### Enrollment procedures

	Residential	Commercial	Industrial	Large Industrial
<b>Initial Eligible Consumers at Program Launch</b> {if applicable}	<ul style="list-style-type: none"> <li>• Will be mailed an opt-out notice with a respond by date</li> <li>• Will be automatically enrolled unless they exercise their right to opt-out</li> <li>• Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice</li> </ul>			
<b>New Eligible Consumers</b>	<ul style="list-style-type: none"> <li>• Will be initially placed on Basic Service</li> <li>• Will be mailed an opt-out notice with a respond by date</li> <li>• Will be automatically enrolled unless they exercise their right to opt-out</li> <li>• Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice</li> <li>• May request enrollment at any time after becoming eligible.</li> </ul>			<ul style="list-style-type: none"> <li>• May request enrollment at any time after becoming eligible</li> </ul>
<b>Consumers Who Opt-Out and Subsequently Wish to Re-Enroll</b>	<ul style="list-style-type: none"> <li>• May request re-enrollment at any time</li> </ul>			
<b>Competitive Supply Consumers Who Wish to Enroll after their Contract Ends</b>	<ul style="list-style-type: none"> <li>• May request enrollment at any time</li> </ul>			

#### Pricing procedures

	Residential	Commercial	Industrial	Large Industrial
<b>Initial Eligible Consumers at Program Launch</b>	<ul style="list-style-type: none"> <li>• Program rate for standard product</li> </ul>			
<b>New Eligible Consumers</b>	<ul style="list-style-type: none"> <li>• Program rate for standard product</li> </ul>			<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>
<b>Consumers Who Opt-Out and Subsequently Wish to Re-Enroll</b>	<ul style="list-style-type: none"> <li>• Program rate for product selected</li> </ul>			<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>
<b>Competitive Supply Consumers Who Wish to Enroll after their Contract Ends</b>	<ul style="list-style-type: none"> <li>• Program rate for product selected</li> </ul>			<ul style="list-style-type: none"> <li>• Then-current market price for product selected</li> </ul>

APPENDIX A

FORM OF PRICE AND TERM APPENDIX NO. 1
Dudley’s Community Choice Power Supply Program

This Price and Term Appendix shall establish the Delivery Term and Retail Prices to be charged to Participating Consumers during the Delivery Term (as defined below) regarding the sale/purchase of All-Requirements Power Supply specified herein under the terms and conditions under the Electric Service Agreement, dated [DATE] (“ESA”) between Competitive Supplier and the Aggregator, as specified and modified herein.

- 1. Retail Price by Rate Classification: The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

OPTIONAL [X] PRODUCT {include only if applicable}

[Eligible Consumers will only be enrolled in the optional [X] product if they elect it.]

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

OPTIONAL [Y] PRODUCT {include only if applicable}

[Eligible Consumers will only be enrolled in the optional [Y] product if they elect it.]

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

2. Terms for System Supply Service

- (a) Delivery Term: The Retail Price applies to service commencing with the Participating Consumers’ first meter read dates for the month of [ ] (the “Delivery Term Start Month”) (billed in arrears, therefore the [ ] billing statements) and terminating with the Participating Consumers’ first meter read dates for the month of [ ]

(the “Delivery Term End Month”) (final bill, therefore the [\_\_\_\_\_] billing statements).

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

**3. Product Definition(s)**

The table below defines each Product set out in Section 1 of this Price and Term Appendix, including the type and quantity of any Voluntary Renewable Energy included in each Product, as applicable.

Product	Voluntary Renewable Energy	Quantity	
		% of Program Load	Alternate Description
Standard Product			
Optional [X] Product <i>{include only if applicable}</i>	[MA Class I]	[10%]	
Optional [Y] Product <i>{include only if applicable}</i>	[MA Class I]	[20%]	[excluding biomass]

**4. Renewable Energy Obligations**

- a) The Retail Prices set out in Section 1 of this Price and Term Appendix are inclusive of all Renewable Energy Obligations as of the signature date below.
- b) The table below defines the Party responsible for specific components of the Renewable Energy Obligations for each of the Products defined in Section 1 of this Price and Term Appendix.

Product	Renewable Energy Standards	Voluntary Renewable Energy <i>{include column only if applicable}</i>
Standard Product	Competitive Supplier	[n/a or Competitive Supplier]
Optional [X] Product <i>{include row only if applicable}</i>	Competitive Supplier	[n/a or Competitive Supplier]
Optional [Y] Product <i>{include row only if applicable}</i>	Competitive Supplier	[Competitive Supplier]

- c) *{include only if applicable}* Competitive Supplier shall create and manage a Program GIS Account pursuant to Article 5.4.1 of this ESA.

**5. All-Requirements Power Supply**

For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to: (a) [e.g., ISO-NE Inventoried Energy Program, as approved by FERC June 18, 2020 (ER19-1428-003)], (b) [\_\_\_\_], and (c) [\_\_\_\_\_]. *{include only if necessary, and listed items shall be consistent with RFP issued in relation to the Delivery Term of this Price and Term Appendix}*

- 6. Consultant Fee:** Competitive Supplier shall include the Consultant Fee in the Retail Prices for each Product and Competitive Supplier shall pay to CPG the volumetric fee set out below multiplied by Participating Consumers' metered usage.

**Consultant Fee:** [\$0.0010/kWh]

- 7. Operational Adder:** *{include only if applicable}* Competitive Supplier shall include the Operational Adder, in the Retail Prices for each Product and Competitive Supplier shall pay to the Aggregator the following volumetric fee multiplied by Participating Consumers' metered usage:

**Operational Adder:** [\$0.0000]/kWh

- 8. Consumer Awareness Costs:**

**Initial Opt-Out Notice:** *{include only if applicable; may be applicable when existing Program switches to different Competitive Supplier}* The Competitive Supplier shall conduct an opt-out mailing as directed by the Aggregator in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date pursuant to Article 3.2 of the ESA.

**Program Promotions:** *{include only if applicable}* *{include description detail from RFP}* The Program Promotions Cap pursuant to Article 3.4 of the ESA is [\$00,000.00]/calendar year.

- 9. Ratification of the Terms and Conditions of the ESA**

- a) Except as expressly amended or waived by this Price and Term Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the ESA are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.
- b) Nothing in this Price and Term Appendix shall, or shall be construed to, alter or amend any other Price and Term Appendices.

- 10. Counterparts:** This Price and Term Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument. This Price and Term Appendix constitutes part of and is subject to the terms and provisions of the ESA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Price and Term Appendix on their behalf as of the date first above written.

**[COMPETITIVE SUPPLIER]**

By: \_\_\_\_\_  
Name:  
Title:

**TOWN OF DUDLEY**

By: \_\_\_\_\_  
Name: Jonathan Ruda  
Title: Town Administrator

**APPENDIX B**

**MONTHLY CONSULTANT FEE PAYMENT REPORT TEMPLATE**  
**[Consultant Payment/Usage Details]**



Monthly  
Consultant Payment

**APPENDIX C**  
**MONTHLY ENROLLMENT REPORT TEMPLATE**



Monthly Enrollment  
Report.xlsx

**APPENDIX D**

**WEEKLY ENROLLMENT REPORT TEMPLATE**



Weekly Enrollment  
Report.xlsx