

D.P.U. 20 - __

**PETITION
AND SUPPORTING DOCUMENTS
FOR THE
CITY OF FITCHBURG
MUNICIPAL AGGREGATION PLAN
_____, 2020**

AGGREGATION DOCUMENTS

Petition

Affidavits

Exhibits

1. Municipal Aggregation Plan

Attachments

A. Education and Outreach Plan

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

B. Consumer Notification Documents

1. Exemplar Consumer Notification Letter
2. Exemplar Language Access Document
3. Exemplar Opt-Out Reply Card
4. Exemplar Opt-Out Reply Card Envelope

2. Model Competitive Electric Service Agreement

3. Supporting Documents – Procedural Requirements

Attachments

- A. Certified vote to pursue aggregation
- B. DOER consultation letter
- C. Minutes of all municipal government meetings where aggregation was discussed
- D. Documentation identifying opportunity for citizen review
- E. Announcements regarding public review
- F. Transcripts, minutes and presentations from public meetings
- G. Public comments and responses

- H. Comparison of initial and final aggregation plans
- I. Program marketing and educational materials

4. Estimates of eligible customers, program sales and consumption

Attachments

- A. Estimated total annual kWh sales in first year for standard product and optional products
- B. Eligible customers by class and annual consumption

5. Aggregation Consultant Contract and Marketing Materials

Attachments

- A. Service Agreement between Municipality and Consultant
- B. Aggregation consultant's response to Request for Proposal
- C. Consultant marketing materials provided to Municipality
- D. Consultant marketing materials provided to municipality which reference price, savings, lower bills or price stability

6. Comparison of proposed aggregation plan and most recent Department-approved aggregation plan

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

City of Fitchburg Municipal Aggregation Plan) D.P.U. 20-XX
_____)
_____)

PETITION FOR APPROVAL OF MUNICIPAL AGGREGATION PLAN

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

1. The goals of the community electricity municipal aggregation program (the “Program”) include bringing to the residents and businesses of the Municipality the benefits of competitive choice of electric supplier, longer-term price stability than provided by the local utility and more renewable energy options . Under the program the Municipality will have the opportunity to provide a portion of renewable or green power through renewable energy certificates (“RECs”). While recognizing that savings can not be guaranteed, the program will employ a procurement process designed to maximize savings and will provide consumer protections, including the right for any customer to opt out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through a vote by the City Council and approval by the Mayor . The vote and the actions of the Municipality following this vote for approval are outlined in Exhibit 3.

3. The Municipality seeks the Department’s approval of its Municipal Aggregation Plan (“Plan”) (Exhibit 1) that describes the key features, structure and operation of the aggregation program and explains how the Plan meets the statutory requirements. The Plan documents include all exhibits and materials required by the Department’s Uniform Filing Requirements issued on February 26, 2020 in D.P.U. 20-MA.

4. An Education and Outreach Plan (Exhibit 1, Attachment A) and an exemplar Opt-Out Notice (Exhibit 1, Attachment B) have been formulated to ensure that residents and businesses are fully informed about the important aspects of the Plan to enable them to make intelligent decisions concerning participation in the Program.

5. The Plan and the model form of Electric Services Agreement (“ESA”) (Exhibit 2) ensure that the program complies with all requirements of G.L. Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Plan documents exhibits include supporting documents demonstrating how the Municipality has met all procedural requirements (Exhibit 3) and providing estimates of initial program sales, customers and consumption (Exhibit 4). Also included are Plan documents regarding the Municipality’s aggregation consultant (Exhibit 5) and a comparison between the proposed Plan and the last Plan approved by the Department involving the Municipality’s aggregation consultant, Good Energy, L.P. (Exhibit 6).

6. The Municipality consulted with the Department of Energy Resources (“DOER”) in the development of the Plan (Exhibit 3, Attachment B)

7. When entering into a contract for energy-related services, Municipalities are not required to follow the competitive bidding process of G.L. Chapter 30B. The Municipality did follow the competitive bidding process of G.L. Chapter 30B and selected Good Energy L.P. as its municipal aggregation consultant. The Municipality has entered into a Services Agreement with Good Energy L.P., which is acting as the Municipality’s agent in this proceeding (Exhibit 5, Attachment A).

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

and an opportunity for interested persons to submit written comments.

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that for municipal aggregators, the distribution would normally be made by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. The Department, however, may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive, raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, which may include press releases and postings on the program website, that will provide the required information to customers as effectively as quarterly mailings. The Department has granted similar waivers to other municipal aggregators using equivalent disclosure strategies. Cape Light Compact, D.T.E. 00-47, at 28 (2000); City of Fall River, D.P.U. 15-106, at 11 (2015); Town of Arlington, D.P.U. 16-100, at 17-18 (2017); Town of Bedford, D.P.U. 17-178, at 18-19 (2018); City of Medford, D.P.U. 18-106, at 20-21 (2019).

WHEREFORE, the Petitioner hereby respectfully requests that the Department:

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

Respectfully submitted,

CITY OF FITCHBURG

By Attorney for Good Energy, L.P.

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Dated: Month/Day, 2020

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

_____))
City of Fitchburg Municipal Aggregation Plan) D.P.U XX-XX
_____))

AFFIDAVIT OF _____

_____ does hereby depose and say as follows:

I, _____, on behalf of the City of Fitchburg, certify that Exhibit 5 to the attached Aggregation Plan filed on this date in the above-captioned docket were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury.

Dated: _____

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

_____))
City of Fitchburg Municipal Aggregation Plan)) D.P.U XX-XX
_____))

AFFIDAVIT OF JOHN P. O’ROURKE

John P. O’Rourke does hereby depose and say as follows:

I, John P. O’Rourke, Good Energy, LP, on behalf of the City of Fitchburg, certify that Exhibits 1, 2, 3 4 and 6 to the attached Aggregation Plan filed on this date in the above-captioned docket were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury.

John P. O’Rourke

Dated: _____

**Exhibit 1
Municipal Aggregation Plan**

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Introduction

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

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

I. Key Features

The key features of the Program will include:

Price: The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a bid that meets the criteria set by the municipal officials. The Municipality cannot guarantee that the Aggregation Program will provide customers with prices lower than the distribution utilities’ Basic Service rate over the full term of any supply contract entered into by the Municipality. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of MA Class 1 Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

Consumer protection: The Program of the Municipality will include the strongest consumer protections, including the ability for any customer to leave the program at any time with no charge. There will be no hidden charges of any kind.

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

Standard Product: Fitchburg intends to offer the Fitchburg Basic product as its standard product. This product offers the same amount of green energy offered in the Basic Service of the Local Distribution Company as required by the Renewable Portfolio Standard (“RPS”) of the Commonwealth.

Optional Products: Fitchburg intends to offer two optional products that provide customers with choices that include additional green energy to satisfy their electricity needs:

Fitchburg Local Green: This product is expected to include 5% green energy above the Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. This product is intended to include as many RECs produced by renewable energy generating resources located in the Commonwealth as possible. The exact percentage of green energy to be included in Fitchburg Local Green will be determined after the receipt of bids from competitive suppliers. Including additional green energy in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Fitchburg Premium 100% Local Green: For customers that want more green electricity generated from renewable energy resources than is offered by Fitchburg Local Green, this product offers up to a 100% green energy option. The exact amount of green energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount less than 100% of a customer’s metered consumption, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Any charge for the additional green energy would be included in the rate submitted to the Local Distribution Company or be purchased separately as RECs from a third party.

Coordination with energy efficiency programs: Energy efficiency programs help residents reduce their energy consumption. The aggregation program may coordinate with energy efficiency programs administered by the Local Distribution Company to help more residents reduce their energy use and cost. This plan does not include those services outlined in G.L. Chapter 164, Section 134(b).

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in a green product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the Local Distribution Company.

II. Statutory Requirements

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

1. Local Approval

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

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

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

helpful comments on the draft and the Municipality incorporated the DOER's input into the final version of the Plan.

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

The Municipality has made the Plan available for review by its citizens, including discussing the Plan at one or more public meetings.

III. Elements of the Plan

General Law c. 164, section 134 requires that an aggregation plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

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

1. Organizational Structure

The organizational structure of Program will be as follows:

Mayor: The Plan will be approved by the City Council, the elected representatives of the citizens of the Municipality, and overseen by the Mayor or designee of the Mayor. The Mayor or designee(s) of the Mayor will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Mayor shall be specifically authorized to enter into an Electric Service Agreement ("ESA") under parameters specified by the Mayor.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Mayor or designee of the Mayor. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company and monitoring the supply contract. Through a competitive procurement process, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services.

Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for the City's constituents by the Mayor.

Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Mayor on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Mayor, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

Eligible Customers: Eligible Customers shall include consumers of electricity located within the geographic boundaries of the municipality who are (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (1) Basic Service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

2. Operations

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

- a. Issue an RFP for power supply and select a competitive supplier
- b. Implement a public information program, including an opt-out notice
- c. Enroll customers and provide service, including quarterly notifications

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

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

- i. Power supply

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

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

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

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

- Provide all-requirements service at a fixed price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards

- Comply with all requirements of the Department and the Local Distribution Company

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

ii. RECs for a green product

In addition to soliciting bids for power supply that meet the required Massachusetts RPS obligation, the Municipality intends to solicit bids for a supply of RECs for its green products. It is the goal of the Municipality to achieve additionality in its product offerings, thus contributing greater renewable resources to the ISO-NE grid and reducing GHG emissions. The Mayor, or the Mayor's designee, will determine the appropriate level of green products to be included with the standard product and the optional products based upon their assessment of market conditions and what would be in the best interest of customers at the time of the power supply solicitation. All RECs, above those required by the RPS, are expected to be Mass Class I eligible RECs. The Municipality may seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefit and price.

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

b. Implement public information program including an opt-out notice

An Education and Outreach Plan, attached to the Plan as Exhibit 1, Attachment A, is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers, including consumers with limited English language proficiency and disabilities, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education and Outreach Plan consists of four components:

- i. Initial Outreach and Education: This will be conducted prior to arrival of the opt-out notifications and will continue throughout the opt-out period. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components and the opt-out notification.
- ii. Opt-Out Notification: In addition to the initial outreach and education initiatives, an opt-out notice will be mailed to every Eligible Customer on Basic Service with the Local Distribution Company. The notice will have the appearance of an official communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out; and (4) prominently state all program charges and compare the price and primary terms of Municipality's competitive supply to the price and terms of the current Basic Service offering provided by the Local Distribution Company. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the opt-out notice.

The direct mailing will include an opt-out reply card and envelope. Customers will have 33 days from the date of the mailing to return the reply card if they

wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program. The Department-approved notice will be designed by Good Energy and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect customer privacy. An exemplar opt-out notice, language access document, reply card and reply card envelope are attached to this Plan as Exhibit 1, Attachment B.

iii. **Timeline and Preliminary Marketing Plan:** This component identifies the steps the Municipality intends to take in marketing the Program including identification of media and other community resources, examples of education and outreach documents and an expected timeframe for the outreach effort.

iv. **Ongoing Outreach and Education:** This component describes the expected outreach and education activities following Program launch.

The attached Education and Outreach Plan (Attachment A) describes in detail the Municipality's anticipated outreach efforts, including a timeline and exemplar marketing materials.

c. **Enroll customers and provide service including quarterly notifications**

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

Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the

Program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Municipality will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Municipality requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, public service announcements on cable television, postings at municipal offices and postings on the program website. As the Department has found with other aggregations, this alternate information disclosure strategy will allow the Municipality to provide the required information to its customers as effectively as quarterly mailings.

Also as part of ongoing operations, the Municipality may coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost.

d. Annual Report

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

3. Funding

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

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

The administrative costs of the Program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation

Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and customers will be notified of price changes through media releases and postings on the aggregation web site.

If there is a change in law due to a Regulatory Event under Article 17 of the ESA or a New Taxes under Articles 1.24, 7.4.4 and 17 of the ESA that results in a direct, material increase in costs during the term of the ESA, the City and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the City will notify consumers of the change in price by issuing a media release and posting a notice in City Hall and on the program website. The Municipality shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided prior to notifying customers and will include copies of all media releases, postings on the Municipality and Program websites and any other communications the Municipality intends to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department.

Participants in the aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and

the delivery charge of the Local Distribution Company. Any applicable taxes will be billed as part of the Program's power supply charge.

5. Method of Entering and Terminating Agreements with Other Entities

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

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

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

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt-out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of Massachusetts's law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Municipality, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the

Municipality and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

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

7. Extensions or Termination of Program

At least 91 days prior to the end of the term of the initial ESA, the Municipality will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Mayor or designee of the Mayor to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier. The Municipality will notify customers of a planned termination of the program through media releases and postings on the aggregation web site.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Municipality will provide the Local Distribution Company notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Municipality will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, City Hall and website postings and other communications the Municipality intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

IV. Substantive Requirements

The municipal aggregation statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Program of the Municipality will satisfy all three requirements, as outlined as follows:

1. Universal Access

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

All Eligible Customers will have access to the Program. All existing customers on Basic Service with the Local Distribution Company will be automatically enrolled in the Program unless they choose to opt-out.

When new customers move into the Municipality, they will initially be enrolled in Basic Service with the Local Distribution Company. New customers will receive an opt-out notice and at the end of the 30-day opt-out period they will be enrolled in the Program unless they elect to opt-out.

New residential and small commercial customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt-out of the Program at any time with no charge. Customers that opt-out will have the right to return to the Program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The Program will address both through the ESA with the Competitive Supplier. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The Local Distribution Company will continue to remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the Department has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small business (G-1), medium (G-2 Demand) and large business (G-3)) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include the initial customers and new customers that move into the Municipality after the program start-date. All initial customers will receive the standard program pricing for their rate class. As described above under “Universal Access,” among new customers, the Program will distinguish between

new residential and small commercial customers, who will receive the standard program pricing, and all other commercial and industrial customers, who will receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates. All customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the Local Distribution Company.

V. Planned Schedule

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Municipality and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare Eligible Customer data of the Municipality; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives Eligible Customer data from Local Distribution Company
48	Competitive Supplier, at its expense, mails opt-out notice and reply cards with pre-paid envelopes to all Eligible Customers, identifying the return date by which the reply card envelopes must be mailed and postmarked
51	Eligible Customers receive opt-out notice in the mail
63	Competitive Supplier completes EDI testing with Local Distribution Company.
81	Return date by which customers deciding to opt-out must mail reply card in pre-paid envelope to Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list
85	Competitive Supplier sends “supplier enrolls customer” EDI for all participating customers.
90	Service begins as of each customer's next meter read date

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

VI. Conclusion

The Community Electricity Aggregation Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of low cost power, renewable energy, and electricity choice for its residents and businesses.

Exhibit 1

Attachment A

Education and Outreach Plan

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

**EDUCATION AND OUTREACH PLAN
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Example Materials

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

Introduction

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

The Education and Outreach Plan consists of four components:

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

1. Initial Outreach and Education

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

media, a dedicated website, public presentations and personal communications to inform eligible consumers about the Program and will include a toll-free number. This effort will provide specific information about the Program and increase public awareness of the goals of the Program and the opt-out notification process.

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

1.1 Media Outreach

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

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

1.2 Notices and Public Postings

Brochures/flyers will be distributed in Municipal Offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Brochures/flyers 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.

1.3 Consumer Service Center

The Program 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.

1.4 Website

All information regarding the Program will be posted on the Community Electricity Aggregation (CEA) website, which is linked to the website of the Municipality. The CEA website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

1.5 Public Presentations

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

1.6 Outreach to Persons with Limited English Proficiency or Disabilities

At the launch of the program, the Municipality will include in its opt-out notification a Language Access Document in the native languages of limited-English-speaking residents, which includes, but is not limited to, Spanish. This Language Access Document will inform eligible consumers that the letter contains important information from the Municipality about their electric service and they should have the notice translated. The notice will also include the toll-free consumer service number. The Municipality will also provide a translation option on its program web site that will translate any written materials on the web site into over 100 different languages. The website will be designed with the goal of being compliant with the Americans with Disabilities Act (“ADA”) and will include formats that allow the content to be read out loud by computer assistive technology. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired.

2. Consumer Notification

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

The letter will inform eligible consumers:

- a) about the Program and provide information regarding participation and rights;

- b) that they have the right to opt-out of the aggregation without penalty;
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Basic Service offering;
- d) that any savings under the Program compared to Basic Service cannot be guaranteed because the Basic Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

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

Examples of an exemplar Consumer Notification Letter, Language Access Document, reply card and envelope are included as Attachment B to Exhibit 1. A copy of the initial Consumer Notification Letter will be filed with the Director of the Consumer Division of the Department of Public Utilities prior to the start of the opt-out period.

3. Timeline and Preliminary Marketing Plan

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

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

Website Launch:

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

Good Energy develops and manages an informational website with features that include program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants.

Work with local media resources:

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

Area Newspapers:

Good Energy will work with area print and online newspapers, including the Fitchburg Sentinel, the Worcester Telegram & Gazette, to disseminate accurate and timely information about the aggregation program. As part of this targeted outreach to these papers, the City will seek a meeting with the editorial board to a good foundation for continued dialogue over the course of the contract. Other papers include the Boston Herald and Boston Globe

Local Public Access Television:

Good Energy will work with Fitchburg Access Television (FATV) channels for public (Comcast 8; Verizon 35), education (Comcast 9; Verizon 36) and government (Comcast 99; Verizon 37) access.

Other Television and Radio Stations

Develop press releases (Attachment A-2) to send to other TV stations such as WBZ-TV (Channel 4; BOSTON, MA); WCVB-TV (Channel 5; BOSTON, MA), WGBH-TV (Channel 2; BOSTON, MA), WHDH-TV (Channel 7; BOSTON, MA) and radio stations such as WQPH 89.3 FM Shirley, MA; WJXP 90.1 FM Fitchburg, MA; WTYN 91.7 FM Lunenburg, MA; WLPZ-LP 95.1 FM Leominster, MA; WXLO 104.5 FM Fitchburg, MA; WTAG 580 AM Worcester, MA; WCRN 830 AM Worcester, MA; WPKZ 1280 AM Fitchburg, MA; WGAW 1340 AM Gardner, MA; WVEI 1440 AM Worcester, MA; WGBH 89.7 FM Boston; WBZ 1030 AM Boston; WBUR 90.9 FM Boston; WBZ 98.5 FM Boston; WODS 103.3 FM Boston; WSMA 90.5 FM.

Municipal Staff

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

Active Social Media Outreach

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

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

In concert with the communication leads of the Municipality, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with

traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Municipality staff.

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

Identify key social media influencers in the Municipality, including lawmakers, advocates and reporters. Develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the aggregation program

In Person Presentations

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

Local Groups

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

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

Council Meetings

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

Distribute marketing materials

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

Many groups may have a natural interest in promoting awareness about the program and can be provided with electronic and hard-copy materials with reference information for the program.

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

Consumer Help Line

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

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

Mail Post-Card to all eligible accounts

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

Post Card

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

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

4. Ongoing Outreach and Education

The Municipality intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in

municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

Attachments

- A-1 – Residents with Limited English Language Proficiency
- A-2 – Press Release
- A-3 – Q&A Script
- A-4 - Website Screen Shot
- A-5– Social Media Outreach
- A-6– PowerPoint Presentation
- A-7 – Brochure
- A-8 – Help Line
- A-9 - Post-Card

Fitchburg					
Population Distribution of Limited-English Proficient Persons					
Language Spoken at Home	Fitchburg	% of Population over age 5	Statewide by Ability to Speak English	Speak English Very Well	Speak English Less Than Very Well
Spanish	2,356	6.23%	457,990	255,571	202,419
Portuguese	97	0.26%	180,975	91,774	89,201
Chinese	48	0.13%	98,735	48,962	49,773
French	94	0.25%	70,607	55,184	15,423
French Creole	110	0.29%	53,724	30,932	22,792
Italian	15	0.04%	43,184	30,625	12,559
Russian	0	0.00%	36,252	18,624	17,628
Vietnamese	139	0.37%	35,306	12,185	23,121
Greek	68	0.18%	24,700	17,804	6,896
Arabic	18	0.05%	23,620	14,575	9,045
Mon Khmer	29	0.08%	23,023	11,000	12,023
Polish	0	0.00%	21,812	13,856	7,956
German	9	0.02%	17,292	15,331	1,961
Hindi	0	0.00%	15,748	12,783	2,965
Korean	17	0.04%	15,175	7,950	7,225
Japanese	0	0.00%	9,206	5,551	3,655
Tagalog	0	0.00%	8,810	6,306	2,504
Gujarati	99	0.26%	7,937	5,220	2,717
Armenian	0	0.00%	6,762	4,827	1,935
Persian	0	0.00%	6,051	4,041	2,010
Urdu	0	0.00%	5,378	3,792	1,586
Thai	0	0.00%	3,228	1,704	1,524
https://www.mass.gov/files/documents/2018/03/07/0020_appendix06-A.pdf					

The City of Fitchburg has a population of approximately 40,286 residents and 14,741 households. Those residents within the City that speak English “less than very well” and speak another language as their primary language include Spanish (6.23%) and all others number less than 1%.

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

Source:

https://www.mass.gov/files/documents/2018/03/07/0020_appendix06-A.pdf

The source document, 0020_appendix06-A, the MassDOT Four-Factor Analysis Update, is 147 pages. Included here are the relevant pages for the City of Fitchburg that define the estimated number of those residents with “limited English proficiency.”

Included are pages for part of the introduction and pages 10, 21, 27, 29, 32, 40, 48, 50, 53, 59, 61, 69 and 75 that relate directly to the City of Fitchburg.

MassDOT Four-Factor Analysis Update

In 2011, MassDOT conducted its LEP Four Factor Analysis in compliance with the guidance provided at that time, which defined “Limited English Proficient (LEP) Persons” as “persons for whom English is not their primary language and who have a limited ability to speak, understand, read, or write English. It includes people who reported to the U.S. Census that they do not speak English well or do not speak English at all.”¹ In October 2012, the Federal Transit Administration (FTA) updated its Title VI Circular (FTA C 4702.1B) — Title VI Requirements and Guidelines for FTA Recipients. The updates to the circular included a revised definition of “limited English proficient (LEP) persons.” While the previous definition was limited to people who reported to the U.S. Census that they do not speak English well or do not speak English at all, the new definition, shown below, includes people who speak English well:

“Limited English Proficient (LEP) persons refers to persons for whom English is not their primary language and who have a limited ability to read, write, speak, or understand English. It includes people who reported to the U.S. Census that they speak English less than very well, not well, or not at all.”

In 2013, FTA provided feedback to MassDOT on the sufficiency of the 2011 Four-Factor Analysis and expressed a concern that it was not conducted according to the methodology outlined in FTA C 4702.1B. More specifically, FTA directed MassDOT to include people who identified themselves as speaking English well in the Factor 1 count of LEP individuals. In addition, FTA required MassDOT to solicit additional input on Factor 3 (the importance to LEP persons of MassDOT programs, activities, and services).

TABLE 3
Spanish-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Spanish Speakers who Speak English Less than Very Well	Percent of Spanish- Speaking Population who Speak English Less than Very Well
Lawrence*	68891	24643	35.77%
Chelsea*	31003	10550	34.03%
Holyoke*	37205	6367	17.11%
Lynn*	83408	10734	12.87%
Revere*	46830	5660	12.09%
Springfield*	141271	15479	10.96%
Southbridge*	15597	1500	9.62%
Worcester*	168924	15563	9.21%
Everett*	37976	3239	8.53%
Boston*	571519	41490	7.26%
Methuen*	43623	2992	6.86%
Fitchburg*	37816	2356	6.23%
Framingham*	62890	3477	5.53%
Waltham*	56753	2989	5.27%
Lowell*	96640	5062	5.24%
New Bedford*	87972	4537	5.16%
Leominster*	38067	1917	5.04%
Salem*	38083	1916	5.03%
Great Barrington*	6994	327	4.68%
Chicopee*	52388	2315	4.42%
Marlborough*	35283	1540	4.36%
Haverhill*	55980	2217	3.96%
Norfolk*	10458	409	3.91%
Boxborough*	4671	181	3.87%
Milford*	25771	995	3.86%
Clinton*	12594	452	3.59%
Malden*	54964	1892	3.44%
Stockbridge*	1557	52	3.34%
Winthrop	16134	517	3.20%
West Boylston	7450	230	3.09%
Middleton	8354	248	2.97%
Somerville	71922	2008	2.79%

TABLE 4 (continued)
Portuguese-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Portuguese Speakers who Speak English Less than Very Well	Percent of Portuguese- Speaking Population who Speak English Less than Very Well
Athol	10908	50	0.46%
Lynn	83408	371	0.44%
Marshfield	23534	104	0.44%
Medway	11757	49	0.42%
Billerica	37103	154	0.42%
Ware	9252	38	0.41%
Wareham	20514	82	0.40%
Westhampton	1533	6	0.39%
Franklin	29055	111	0.38%
Royalston	1069	4	0.37%
Lawrence	68891	248	0.36%
Otis	1136	4	0.35%
Gardner	19033	66	0.35%
Oxford	12774	44	0.34%
Dunstable	2922	10	0.34%
Clarksburg	1798	6	0.33%
Southborough	9052	30	0.33%
Swampscott	13334	43	0.32%
Tewksbury	27025	87	0.32%
Plainville	7648	24	0.31%
Waltham	56753	176	0.31%
Carver	11038	34	0.31%
Methuen	43623	134	0.31%
East Bridgewater	13050	40	0.31%
Boylston	4002	12	0.30%
Beverly	37381	107	0.29%
Hanson	9629	27	0.28%
Blandford	1145	3	0.26%
Fitchburg	37816	97	0.26%
Pelham	1187	3	0.25%
Grafton	15981	40	0.25%
Braintree	33208	82	0.25%
Holyoke	37205	86	0.23%
Dalton	6496	15	0.23%

TABLE 5 (continued)
Chinese-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Chinese Speakers who Speak English Less than Very Well	Percent of Chinese- Speaking Population who Speak English Less than Very Well
Grafton	15981	37	0.23%
Reading	22945	53	0.23%
Topsfield	5766	13	0.23%
Lynn	83408	188	0.23%
Amesbury	15162	34	0.22%
Stoneham	20156	45	0.22%
Norwood	26625	56	0.21%
Chelsea	31003	64	0.21%
Dracut	27447	54	0.20%
Lakeville	9769	19	0.19%
Tyngsborough	10598	20	0.19%
Chicopee	52388	98	0.19%
North Reading	13418	25	0.19%
Westfield	38865	71	0.18%
Northbridge	14059	25	0.18%
Leverett	1762	3	0.17%
Holbrook	10175	17	0.17%
Dedham	22931	38	0.17%
Webster	15749	24	0.15%
Wilmington	20524	31	0.15%
Lawrence	68891	103	0.15%
Attleboro	40417	60	0.15%
Norton	18045	26	0.14%
Sandwich	19439	28	0.14%
Fall River	84133	121	0.14%
Haverhill	55980	77	0.14%
Salem	38083	52	0.14%
Springfield	141271	184	0.13%
Fitchburg	37816	48	0.13%
Brockton	86915	110	0.13%
Oxford	12774	14	0.11%
Nantucket	9420	10	0.11%
Eastham	4954	5	0.10%
Pittsfield	42329	42	0.10%

TABLE 6 (continued)
Vietnamese-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Vietnamese Speakers who Speak English Less than Very Well	Percent of Vietnamese- Speaking Population who Speak English Less than Very Well
Boston*	571519	6417	1.12%
Springfield*	141271	1448	1.02%
North Attleborough*	26372	237	0.90%
Holbrook*	10175	79	0.78%
Everett*	37976	273	0.72%
Longmeadow*	14807	96	0.65%
Medford*	52847	341	0.65%
Methuen*	43623	259	0.59%
Canton*	19658	115	0.59%
Falmouth*	30456	178	0.58%
Acton*	20166	113	0.56%
Webster*	15749	88	0.56%
Milton*	24965	137	0.55%
Lawrence*	68891	351	0.51%
Rehoboth*	10872	52	0.48%
Leicester*	10377	49	0.47%
Brockton*	86915	385	0.44%
Haverhill*	55980	235	0.42%
Lynn*	83408	349	0.42%
Weymouth*	50036	208	0.42%
Norton*	18045	74	0.41%
Colrain*	1728	7	0.41%
West Springfield*	26626	103	0.39%
Marlborough*	35283	134	0.38%
Sudbury	16425	62	0.38%
Fitchburg	37816	139	0.37%
Dalton	6496	23	0.35%
Amherst	36594	128	0.35%
Braintree	33208	115	0.35%
Salem	38083	123	0.32%
Shrewsbury	32501	100	0.31%
New Bedford	87972	270	0.31%
Southbridge	15597	47	0.30%
Abington	14687	44	0.30%

TABLE 7
French (Haitian)-Creole-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of French Creole Speakers who Speak English Less than Very Well	Percent of French Creole- Speaking Population who Speak English Less than Very Well
Brockton*	86915	3827	4.40%
Randolph*	29839	1132	3.79%
Everett*	37976	1309	3.45%
Avon*	4165	107	2.57%
Malden*	54964	1155	2.10%
Medford*	52847	895	1.69%
Holbrook*	10175	167	1.64%
Boston*	571519	8576	1.50%
Cambridge*	98679	1217	1.23%
Milton*	24965	217	0.87%
Stoughton*	25140	204	0.81%
Chelsea*	31003	204	0.66%
Dennis*	13996	89	0.64%
West Stockbridge*	1489	8	0.54%
Oak Bluffs*	4169	21	0.50%
New Bedford*	87972	387	0.44%
Athol*	10908	45	0.41%
Lynn*	83408	337	0.40%
Ashburnham*	5746	23	0.40%
Warren*	4805	19	0.40%
Clinton*	12594	47	0.37%
Somerville	71922	255	0.35%
Rockland	16408	54	0.33%
Woburn	35123	111	0.32%
Watertown	29809	92	0.31%
Norton	18045	54	0.30%
Fitchburg	37816	110	0.29%
Abington	14687	42	0.29%
Freetown	8421	24	0.29%
Wakefield	23364	66	0.28%
Waltham	56753	159	0.28%
Pembroke	16440	46	0.28%
Walpole	22445	60	0.27%

TABLE 9 (continued)
French-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of French Speakers who Speak English Less than Very Well	Percent of French- Speaking Population who Speak English Less than Very Well
Everett*	37976	115	0.30%
Essex*	3323	10	0.30%
Chelmsford*	31574	94	0.30%
Lynn*	83408	247	0.30%
North Andover*	26350	78	0.30%
Great Barrington*	6994	20	0.29%
Medford*	52847	149	0.28%
Medfield*	11389	32	0.28%
Williamsburg*	2518	7	0.28%
Worcester*	168924	467	0.28%
Granville*	1466	4	0.27%
Winchendon*	9588	26	0.27%
Lawrence*	68891	186	0.27%
Lanesborough*	3008	8	0.27%
Rochester*	4940	13	0.26%
West Springfield*	26626	70	0.26%
Watertown*	29809	78	0.26%
Freetown*	8421	22	0.26%
Millis*	7285	19	0.26%
Egremont*	1153	3	0.26%
Groveland*	5810	15	0.26%
Acton*	20166	52	0.26%
Townsend*	8169	21	0.26%
Holden*	16092	41	0.25%
Falmouth*	30456	77	0.25%
Buckland	1993	5	0.25%
Grafton	15981	40	0.25%
Wareham	20514	51	0.25%
Fitchburg	37816	94	0.25%
Ashburnham	5746	14	0.24%
Woburn	35123	84	0.24%
Seekonk	13051	31	0.24%
Winthrop	16134	38	0.24%
Yarmouth	22915	51	0.22%

TABLE 10 (continued)
Italian-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Italian Speakers who Speak English Less than Very Well	Percent of Italian- Speaking Population who Speak English Less than Very Well
Foxborough	15724	14	0.09%
Ashland	14904	13	0.09%
Greenfield	16576	14	0.08%
Acton	20166	17	0.08%
Sandwich	19439	15	0.08%
Dracut	27447	21	0.08%
Easton	21975	16	0.07%
Wakefield	23364	17	0.07%
Framingham	62890	43	0.07%
Stow	5958	4	0.07%
New Bedford	87972	55	0.06%
Brockton	86915	53	0.06%
Marblehead	18574	11	0.06%
Falmouth	30456	18	0.06%
Gardner	19033	11	0.06%
Mansfield	21211	12	0.06%
Sudbury	16425	9	0.05%
Somerset	17488	9	0.05%
Plymouth	52561	27	0.05%
Chelmsford	31574	16	0.05%
Haverhill	55980	28	0.05%
Westford	20170	10	0.05%
Stoughton	25140	12	0.05%
Chicopee	52388	23	0.04%
Brookline	54774	23	0.04%
Fitchburg	37816	15	0.04%
Northampton	27538	9	0.03%
North Andover	26350	8	0.03%
Holyoke	37205	11	0.03%
Attleboro	40417	7	0.02%
Taunton	52626	7	0.01%

**TABLE 11 (continued)
Mon-Khmer-Speaking LEP Population by Municipality**

Municipality	Total Population Age 5 and older	Number of Italian Speakers who Speak Mon Khmer Less than Very Well	Percent of Mon Khmer- Speaking Population who Speak English Less than Very Well
Ipswich	12472	12	0.10%
Worcester	168924	158	0.09%
Lexington	29308	27	0.09%
Greenfield	16576	15	0.09%
Brockton	86915	78	0.09%
Middleton	8354	7	0.08%
Plymouth	52561	41	0.08%
Fitchburg	37816	29	0.08%
Amherst	36594	28	0.08%
Norfolk	10458	8	0.08%
Somerville	71922	54	0.08%
Beverly	37381	28	0.07%
Dedham	22931	17	0.07%
Rockland	16408	12	0.07%
Dracut	27447	17	0.06%
East Bridgewater	13050	8	0.06%
Peabody	47852	29	0.06%
Chelmsford	31574	17	0.05%
Northampton	27538	13	0.05%
Barnstable	43966	20	0.05%
Milton	24965	11	0.04%
Saugus	25123	11	0.04%
Woburn	35123	14	0.04%
Falmouth	30456	10	0.03%
Westfield	38865	12	0.03%
Boston	571519	175	0.03%
Taunton	52626	14	0.03%
Waltham	56753	15	0.03%
Cambridge	98679	23	0.02%
Malden	54964	12	0.02%
Framingham	62890	11	0.02%
Brookline	54774	7	0.01%

TABLE 12 (continued)
Arabic-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Arabic Speakers who Speak English Less than Very Well	Percent of Arabic- Speaking Population who Speak English Less than Very Well
Walpole	22445	12	0.05%
New Bedford	87972	47	0.05%
Reading	22945	12	0.05%
Sudbury	16425	8	0.05%
Fitchburg	37816	18	0.05%
Somerset	17488	8	0.05%
Northborough	13430	6	0.04%
Lowell	96640	42	0.04%
South Hadley	16774	7	0.04%
Canton	19658	8	0.04%
Chelmsford	31574	11	0.03%
Middleborough	21064	7	0.03%
Westfield	38865	12	0.03%
Marlborough	35283	10	0.03%
Wellesley	25977	7	0.03%
Leominster	38067	10	0.03%
Beverly	37381	9	0.02%
Billerica	37103	8	0.02%
Pittsfield	42329	9	0.02%
Chicopee	52388	4	0.01%
Brockton	86915	6	0.01%

TABLE 14 (continued)
Korean-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Korean Speakers who Speak English Less than Very Well	Percent of Korean- Speaking Population who Speak English Less than Very Well
Gardner	19033	22	0.12%
Westford	20170	22	0.11%
Norton	18045	19	0.11%
Raynham	12119	12	0.10%
Woburn	35123	34	0.10%
Methuen	43623	42	0.10%
Framingham	62890	55	0.09%
Melrose	24994	21	0.08%
Millbury	12462	10	0.08%
Ipswich	12472	10	0.08%
Peabody	47852	37	0.08%
Medford	52847	38	0.07%
Dartmouth	32302	22	0.07%
Amesbury	15162	10	0.07%
Easthampton	15276	10	0.07%
Shrewsbury	32501	20	0.06%
Greenfield	16576	10	0.06%
Medway	11757	7	0.06%
Shirley	6860	4	0.06%
Worcester	168924	97	0.06%
Agawam	27095	15	0.06%
Stoneham	20156	11	0.05%
Concord	16600	9	0.05%
Sharon	16542	8	0.05%
Yarmouth	22915	11	0.05%
Quincy	86665	41	0.05%
Fitchburg	37816	17	0.04%
Attleboro	40417	18	0.04%
New Bedford	87972	37	0.04%
Watertown	29809	11	0.04%
Randolph	29839	11	0.04%
Springfield	141271	48	0.03%
Taunton	52626	17	0.03%
Gloucester	27947	9	0.03%

TABLE 15 (continued)
Greek-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Greek Speakers who Speak English Less than Very Well	Percent of Greek-Speaking Population who Speak English Less than Very Well
Belmont*	22918	80	0.35%
Plainville*	7648	25	0.33%
Medway*	11757	37	0.31%
Harwich*	11596	35	0.30%
Natick*	30559	80	0.26%
Medford*	52847	138	0.26%
Sherborn*	3852	10	0.26%
Newburyport*	16279	41	0.25%
Milton*	24965	62	0.25%
Somerville*	71922	176	0.24%
Brookline*	54774	133	0.24%
Avon*	4165	10	0.24%
Worcester*	168924	397	0.24%
Weston*	10816	25	0.23%
Kingston*	11614	26	0.22%
Athol*	10908	24	0.22%
Agawam*	27095	56	0.21%
Bourne*	18456	37	0.20%
Georgetown*	7518	15	0.20%
Clinton*	12594	25	0.20%
Ludlow*	20484	37	0.18%
Fitchburg*	37816	68	0.18%
Hampden*	5009	9	0.18%
Erving*	1699	3	0.18%
Quincy*	86665	148	0.17%
Hanover*	12907	22	0.17%
Dalton*	6496	11	0.17%
Beverly*	37381	63	0.17%
Holbrook*	10175	17	0.17%
Chelmsford*	31574	52	0.16%
Waltham*	56753	88	0.16%
Andover*	30938	46	0.15%
Woburn*	35123	52	0.15%
Chatham*	6134	9	0.15%

TABLE 19
Tagalog-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Tagalog Speakers who Speak English Less than Very Well	Percent of Tagalog- Speaking Population who Speak English Less than Very Well
Great Barrington*	6994	84	1.20%
Warwick*	540	6	1.11%
Wellfleet*	2946	19	0.64%
Salem*	38083	161	0.42%
Hinsdale*	2121	7	0.33%
Sheffield*	3225	10	0.31%
Waltham*	56753	173	0.30%
Hopedale*	5579	16	0.29%
Dartmouth*	32302	89	0.28%
Fitchburg*	37816	99	0.26%
Brockton*	86915	206	0.24%
Lancaster*	7364	16	0.22%
Adams*	8035	17	0.21%

TABLE 21 (continued)
German-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of German Speakers who Speak English Less than Very Well	Percent of German-Speaking Population who Speak English Less than Very Well
Stoneham*	20156	9	0.04%
Westford*	20170	9	0.04%
Newton*	79655	35	0.04%
Somerville*	71922	29	0.04%
Leominster*	38067	15	0.04%
Springfield*	141271	53	0.04%
Westfield*	38865	14	0.04%
Norwood*	26625	9	0.03%
Arlington*	39792	13	0.03%
Boston	571519	179	0.03%
Canton	19658	6	0.03%
Ludlow	20484	6	0.03%
Chicopee	52388	15	0.03%
Billerica	37103	10	0.03%
Barnstable	43966	11	0.03%
Fitchburg	37816	9	0.02%
Medford	52847	12	0.02%
Methuen	43623	9	0.02%
Fall River	84133	16	0.02%
Quincy	86665	16	0.02%
Weymouth	50036	9	0.02%
Lowell	96640	16	0.02%
Lynn	83408	8	0.01%
Worcester	168924	13	0.01%
New Bedford	87972	1	0.00%

[Insert YourTown Seal]

FOR IMMEDIATE RELEASE

YourTown Community Electricity Aggregation Program: Launching Month Year with rate of \$XXX per kWh

YourTown, MA – (MM/DD/YYYY) – YourTown MA announces that it will launch its electricity aggregation program, known as YourTown Community Electricity Aggregation (CEA), on Month Day, Year. The program uses a bulk purchasing process and is designed to provide competitive choice, longer term price stability and more renewable energy options. This Program was approved by YourTown's Council.

The program will offer a default electricity rate that has XX% additional local renewable energy compared to the minimum required by State law (known as MA Class I renewable energy). Even with this extra renewable energy, the default rate will be XX% lower than the [UtilityName] Residential Basic Service electricity rate of \$XXX per kilowatt hour (kWh) for the X-month period Month Year through Month Year. Continued savings under YourTown CEA compared to the Eversource residential Basic Service rate are not guaranteed because the Basic Service rates changes every six months for residential and small business accounts and every three months for large business accounts.

The program will also offer two optional rates: a 100% additional renewable energy rate and a rate with only the minimum amount of renewable energy required by State law.

The electricity rates, procured through a competitive bid with the assistance of YourTown independent consultant Good Energy, LP, will be fixed over the XX-month term of the electric supply agreement (ESA) from Month Year through Month Year. The YourTown CEA rates will be:

Default Rate	Optional Rates	
XX% Additional Renewable Energy	100% Additional Renewable Energy	No (0%) Additional Renewable Energy
\$XX per kWh	\$XX per kWh	\$XX per kWh

[Insert quote from City Official]

YourTown has initiated and will continue a broad-based education and outreach effort to make residents and businesses aware of the program. All YourTown residential and business accounts on [Utility] Basic Service are eligible to participate in YourTown CEA and will automatically be enrolled in the default electricity rate as of their Month Year meter read date. Anyone that does not want to participate in YourTown CEA may opt-out of YourTown CEA either before the program begins or at any time during the program without penalty.

On or about Month Day Year, eligible residents and businesses should expect to receive a letter from the winning electricity supplier, [SupplierName] on behalf of the town. It will provide detailed program information and instructions on how to choose an optional YourTown CEA rate or how to opt-out of YourTown CEA. No action is necessary if you would like to participate in YourTown CEA's default electricity rate.

The YourTown CEA program was authorized by YourTown Council vote in Month Year. The MA Department of Public Utilities approved the YourTown aggregation plan in Month Year and a competitive bid to select an electricity supplier and secure rates was held in Month Year.

For more information about the program, go to www.YourTown-CEA.com, or call XXX-XXX-XXXX

Contact: _____

YourTown Video Script

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

- Response will:
 - Describes the program and how it operates.
 - Explains what eligible customers need to do to opt-out of the program.
 - Identifies supplier and describes program products
 - Compares Program pricing to Basic Service rates and explains that savings are not guaranteed
 - Explains basic terms and conditions of Program
 - Tells customers how they can access Basic Service information

2. What is energy aggregation?

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

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

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

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

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

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

- Response will describe the eligibility of all Basic Service customers (residents and businesses), explain that it is an opt-out program, that the state law that allows this requires that it be an opt-out program and that you do not have to sign any contract. Highlight that you can opt-out before program begins on MM/DD/YYYY or anytime thereafter without penalty.

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

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

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

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

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

- Response will explain the default rate, if it has extra renewable energy, and how that compares to utility Basic Service. It will also highlight the optional rates that have even more renewable energy.

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

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

10. Can I benefit from the buying power without paying for any additional renewable energy?

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

11. Where does the additional renewable energy come from?

- Response will explain that the additional renewable energy is sourced through Green Energy Consumers Alliance, a local non-profit. The renewable energy they source comes exclusively from New England and much of it from Massachusetts. It is generated by solar, wind, low-impact hydro and anaerobic digestion. It qualifies as 'MA Class I'.

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

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

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

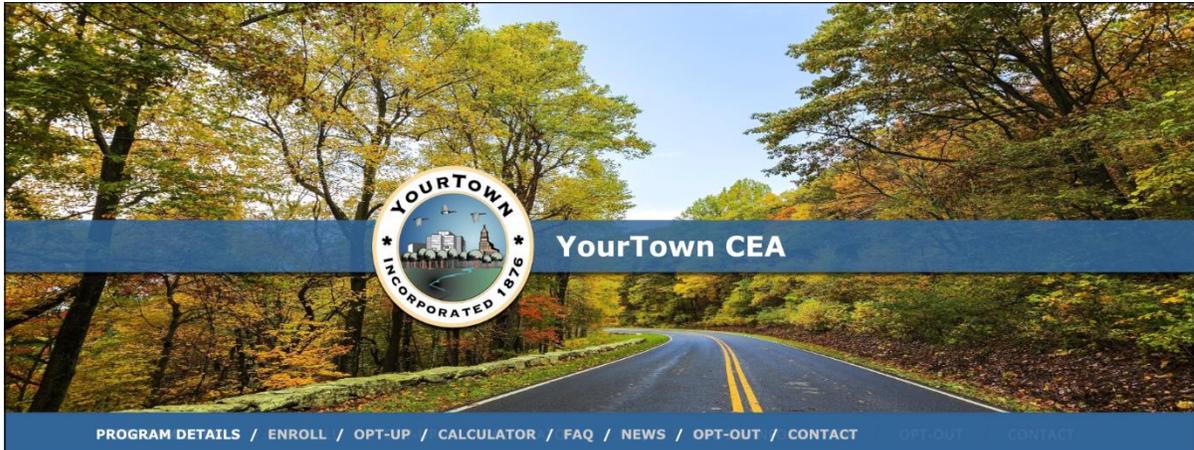
- Response will indicate that you will get a new utility account and you will receive a new Opt-Out letter at your new address. You will be automatically enrolled if you take no action. You can proactively enroll in the aggregation program by using the website or calling the supplier once you have your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

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

- Response will indicate you still call the utility company.

15. How can I learn more about the program?

- Response will refer to CEA website, any upcoming events.



YOURTOWN
INCORPORATED 1876

YourTown CEA

PROGRAM DETAILS / ENROLL / OPT-UP / CALCULATOR / FAQ / NEWS / OPT-OUT / CONTACT

Program Details

YourTown will be enacting the YourTown Community Electricity Aggregation program for residents and businesses in Month/Year. The primary goals of the program are to provide competitive choice, longer term price stability and more renewable energy options to participating consumers.

Rate Name	YourTown Local Green	YourTown 100% Local Green	YourUtility Basic Service
Residential	\$XX.XX cents/kWh	\$XX.XX cents/kWh	\$XX.XX cents/kWh

RATE EFFECTIVE MM/DD/YYYY - MM/DD/YYYY

\$XX.XX cents/kWh

PROGRAM CONTACT INFORMATION:
For customer service, contact **Good Energy**, the energy consultant that administers the program, at (800) XXX-XXXX

Disclaimer: There is no guarantee of savings compared with Basic Service rates because future rates are unknown.

YourTown Community Electricity Aggregation

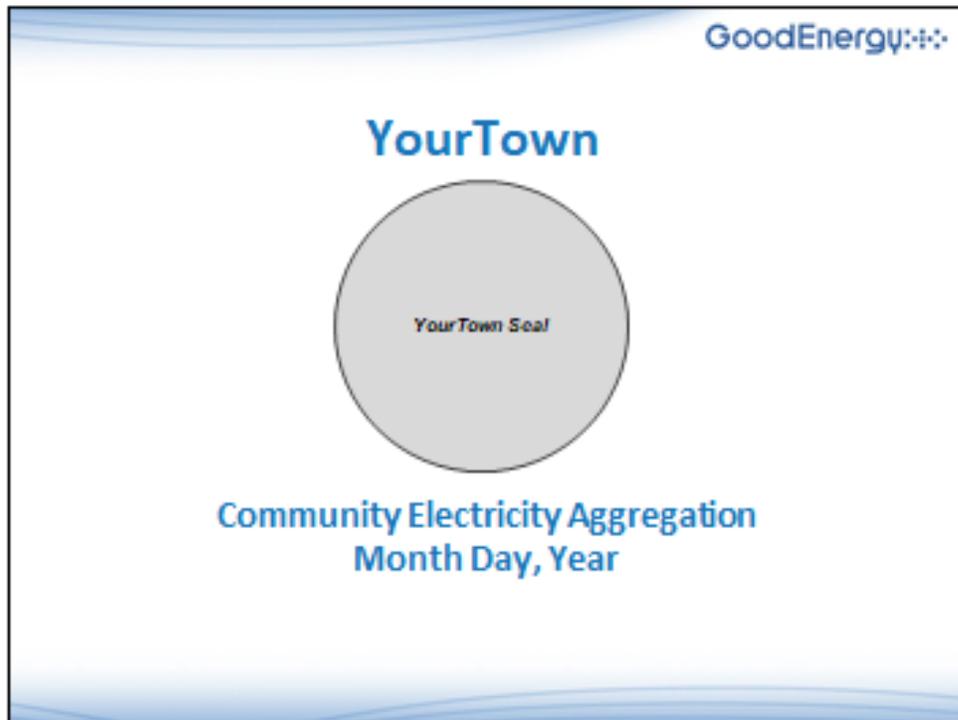
+10%

The YourTown CEA program will provide access to bulk purchasing electricity pricing as well as an additional 10% of extra renewable energy, all sourced from New England! Program launches in Month/Year.

This Program was approved by YourTown's Council.

Learn more at YourTown-CEA.com

Disclaimer: There is no guarantee of savings compared with Basic Service rates because future rates are unknown.



GoodEnergy:iii

Good Energy Introduction

Good Energy is a consultant that helps cities and towns design and operate Community Electricity Aggregation programs.

We are an independent consultant for YourTown and not affiliated with any electricity supplier.

Good Energy CEA programs in Massachusetts:

AGGREGATION PLAN SUMMARY			
Plan Status	#	Population	Households
Active	41	984,743	388,279
Pending Bids	1	7,852	3,043
Pending with DPU	9	181,528	67,121
In Development	2	124,429	51,894
TOTALS	53	1,298,552	510,337

GoodEnergy:iii

Electricity Choice in Massachusetts



Supply
Sources of electricity

You can choose

+



Delivery
Wires and poles

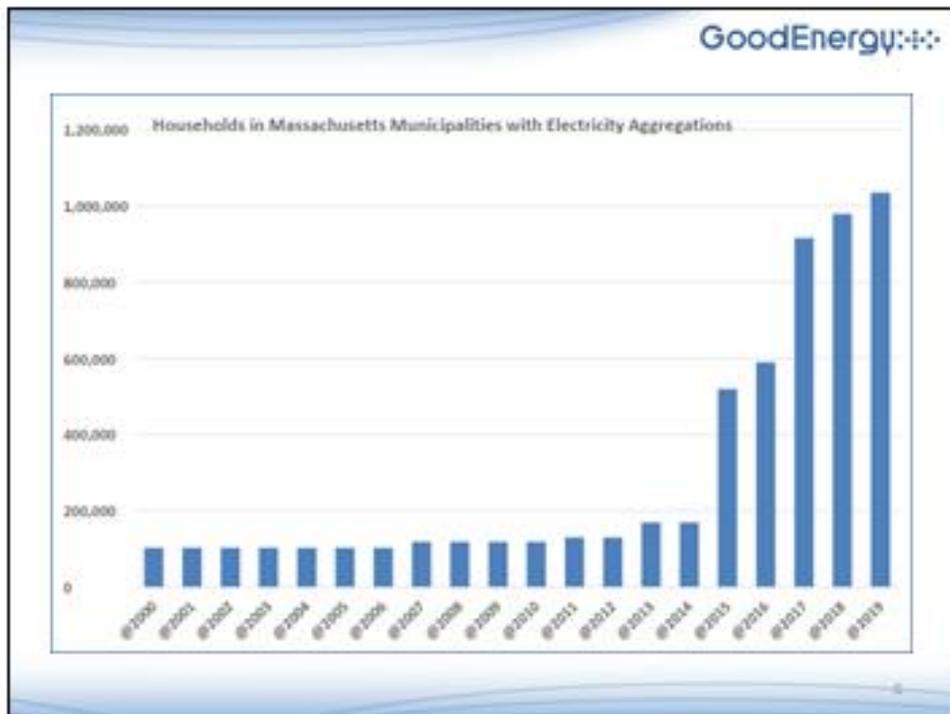
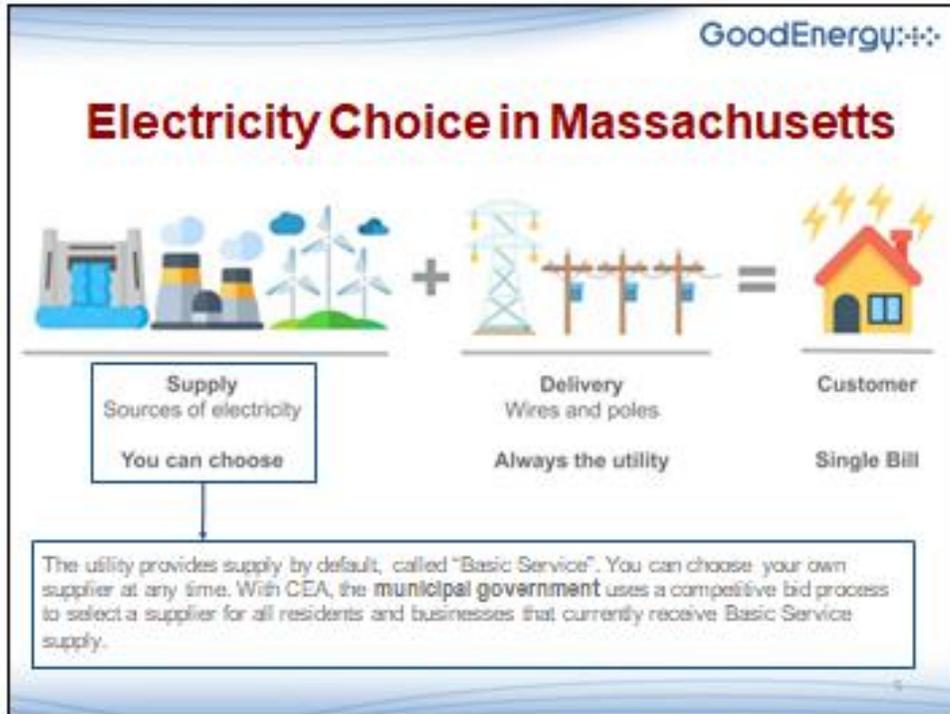
Always the utility

=



Customer

Single Bill



GoodEnergy

Goals of Community Electricity Aggregation

- Secure competitive pricing, although savings cannot be guaranteed
- Provide rate stability
- Expand consumer choice for electricity supply options
- Use and support clean energy

7

GoodEnergy

Goal: Secure Competitive Pricing

Market Timing + Buying Power



Are savings guaranteed? Savings compared to Basic Service cannot be guaranteed. Basic Service prices are only known 6 months in advance for Residential & Small Businesses and 3 months for Large Businesses.

8

GoodEnergy

Goal: Provide Price Stability

Fixed Rate 12 to 36 months



It is possible that unforeseeable circumstances, such as a change in regulation or law, may require a change in the CCA rate during the term of the contract.

9

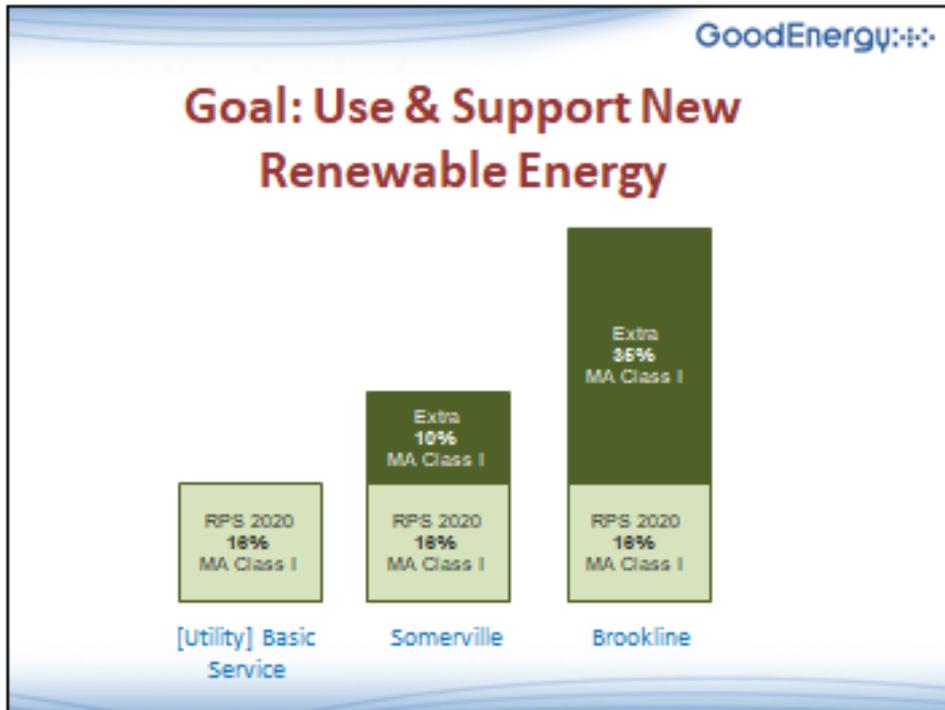
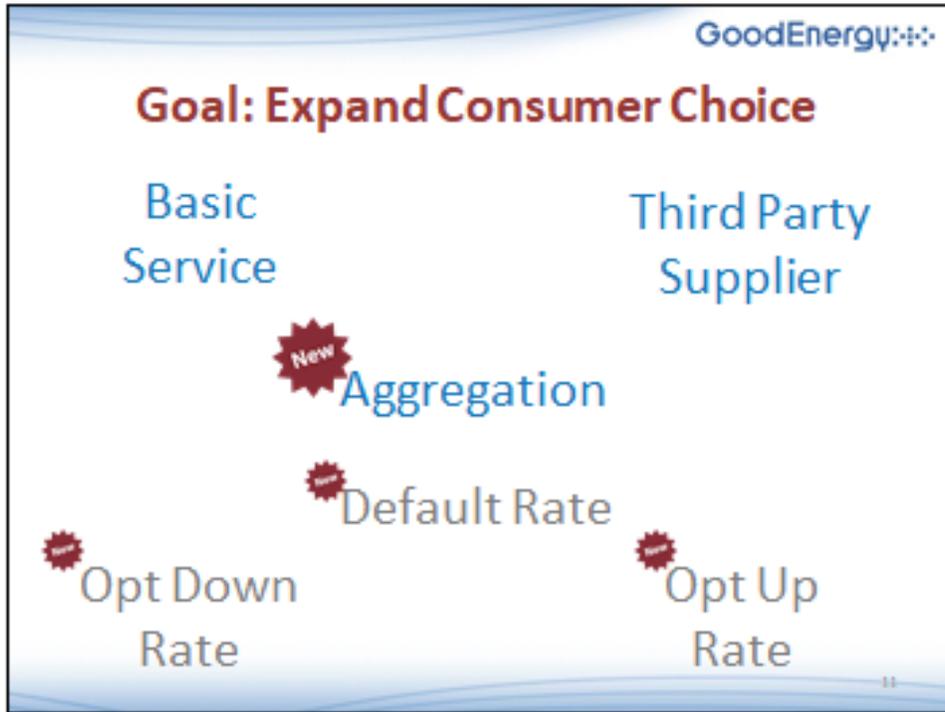
GoodEnergy

Goal: Expand Consumer Choice

Basic Service Third Party Supplier

New Aggregation

10



GoodEnergy:~:~

Timeline in YourTown

1. Passed Article at [Town Meeting] on MM/DD/YYYY
2. Developed draft aggregation plan and solicited public input. [BOS] approved aggregation plan on MM/DD/YYYY
3. Filed aggregation plan with DOER on MM/DD/YYYY
4. DOER consultation letter received, plan submitted to DPU on MM/DD/YYYY
5. DPU issued Order approving aggregation plan on MM/DD/YY
6. RFP for competitive supplier issued and bid awarded to winning supplier on MM/DD/YY
7. Public education and opt-out campaign for eligible residents and businesses from MM/DD to MM/DD/YYYY
8. Eligible accounts that have not opted-out are automatically enrolled on next meter read, power flows at new rate. Starts on MM/DD/YYYY

YourTown is here today

13

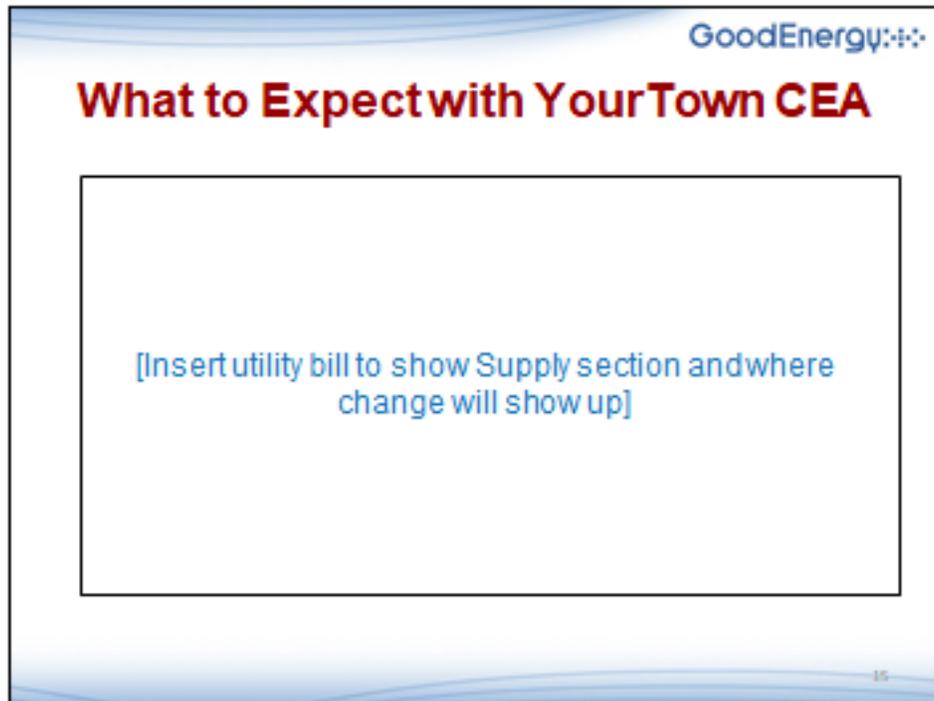
GoodEnergy:~:~

What to Expect with YourTown CEA

For participants in YourTown CEA:

- You continue to receive a single bill for electricity from [UtilityName]. The supply section of bill will reflect the CEA rate and supplier name (see next slide)
- The reliability and quality of service, and response to emergencies and outages by [UtilityName] will remain the same.
- Any discount programs or net metering through [UtilityName] will remain the same

14

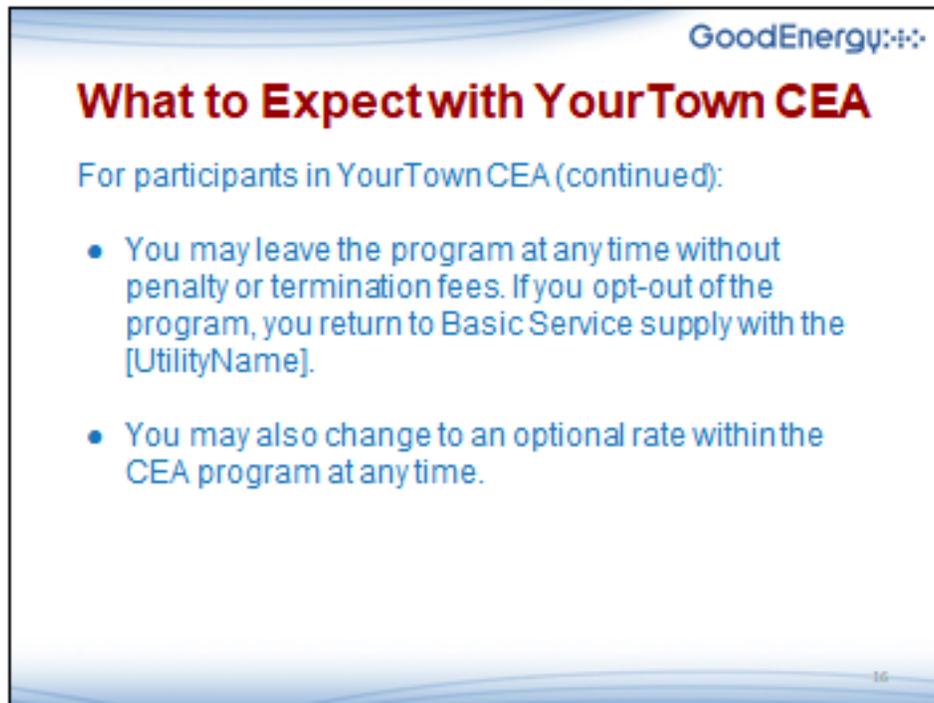


GoodEnergy

What to Expect with YourTown CEA

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

15



GoodEnergy

What to Expect with YourTown CEA

For participants in YourTown CEA (continued):

- You may leave the program at any time without penalty or termination fees. If you opt-out of the program, you return to Basic Service supply with the [UtilityName].
- You may also change to an optional rate within the CEA program at any time.

16

GoodEnergy:⚡

YourTown CEA: Rates

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

Default Rate of the Program

- YourTown Default: [XX.XX] ¢/kWh

Optional Rates of the Program

- YourTown 100%: [XX.XX] ¢/kWh
- YourTown Basic [XX.XX] ¢/kWh

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

17

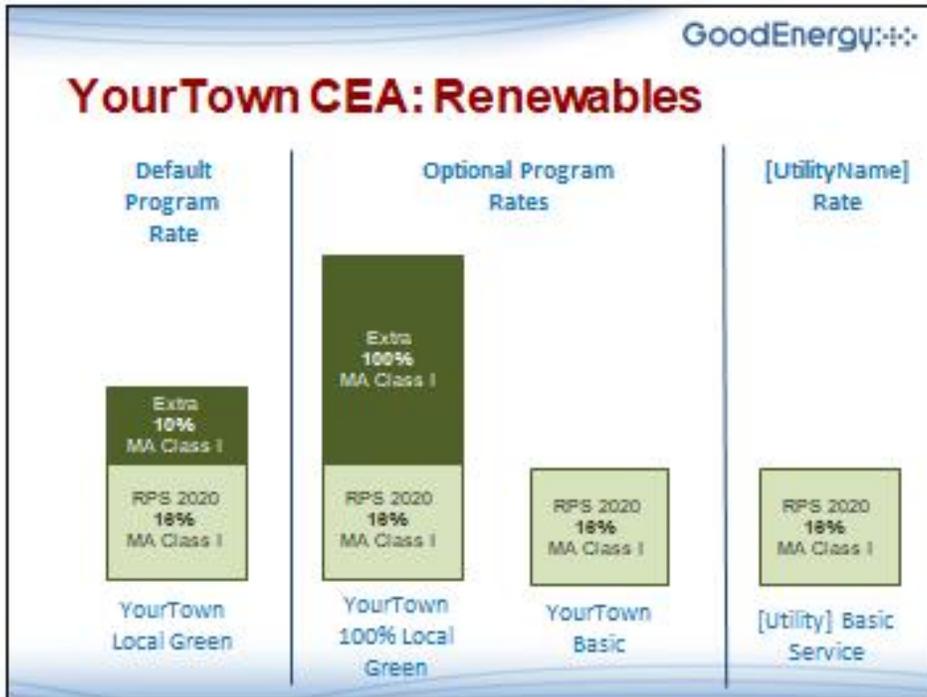
GoodEnergy:⚡

YourTown CEA: Rates in Perspective

[Insert graph showing program rates for entire period, residential Basic Service for its current 6-month service period]

Savings compared to Basic Service cannot be guaranteed. Basic Service prices are only known 6 months in advance for Residential & Small Businesses, and 3 months for Large Businesses.

18



GoodEnergy

Extra Renewable Energy in YourTown CEA

- Qualifies as "MA Class I" renewable energy
- Sourced through local non-profit, Green Energy Consumers Alliance

GREEN ENERGY CONSUMERS ALLIANCE

Scituate

20

The slide features a photograph of a wind turbine in a field under a clear blue sky. A person is visible in the foreground, looking towards the turbine. The Green Energy Consumers Alliance logo is positioned to the left of the photo. The text 'Scituate' is centered below the photo, and the number '20' is in the bottom right corner.

GoodEnergy:iii

MA Class I through Green Energy Consumers Alliance

<p>Supporting the Cleanest Sources</p>	<ul style="list-style-type: none"> • Only zero-emission or methane-destroying resources • Solar, wind, low-impact hydro, anaerobic digestion
<p>Keeping Your Impact Local</p>	<ul style="list-style-type: none"> • Majority of voluntary renewable energy from MA & RI • None from outside New England

21

GoodEnergy:iii

Resource Map

Resources that have recently been, are in, or are contracted with Green Energy Consumers as of Dec. 2019

Plus 200 more solar systems in MA and 25 more around New England

HAMPSHIRE COUNTY, MA
 PENDERGOST COUNTY, MA
 LEWISTON, MA
 LIVERMORE, MA

GREEN ENERGY CONSUMERS ALLIANCE

● SOLAR ■ ANAEROBIC DIGESTER ⚡ LOW IMPACT HYDRO ✪ WIND TURBINE

22

GoodEnergy:++

What's Next: Website

- To learn more about YourTown CEA, submit questions or change your rate, go to xxx.xxx.gov

[Insert website screenshot]

23

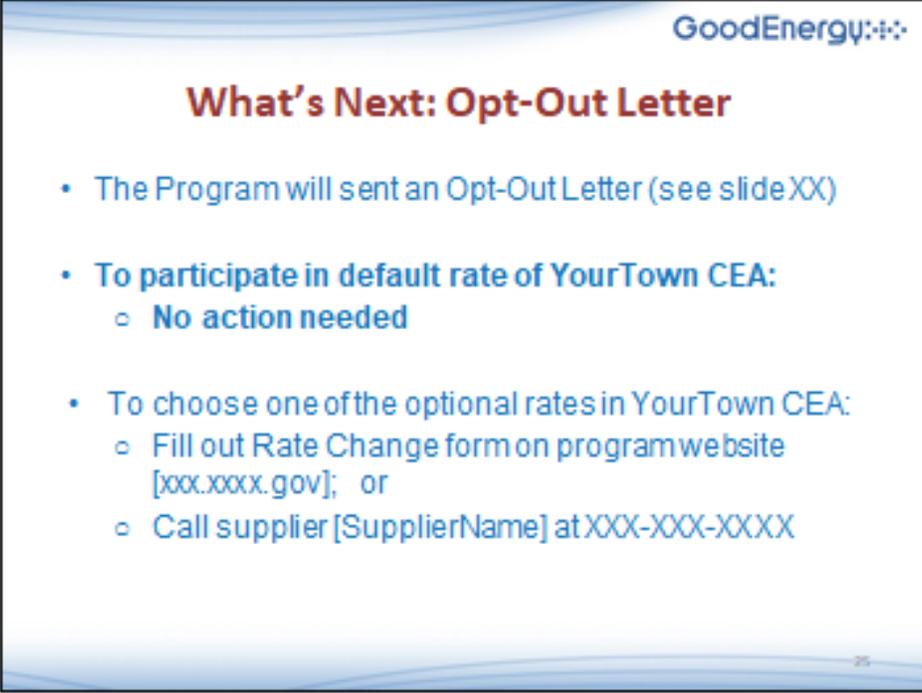
GoodEnergy:++

What's Next: Postcard

- Expect to see a postcard mailer alerting you to the upcoming program.[remove if already or add date it was sent out]

[Insert postcard screenshot]

24

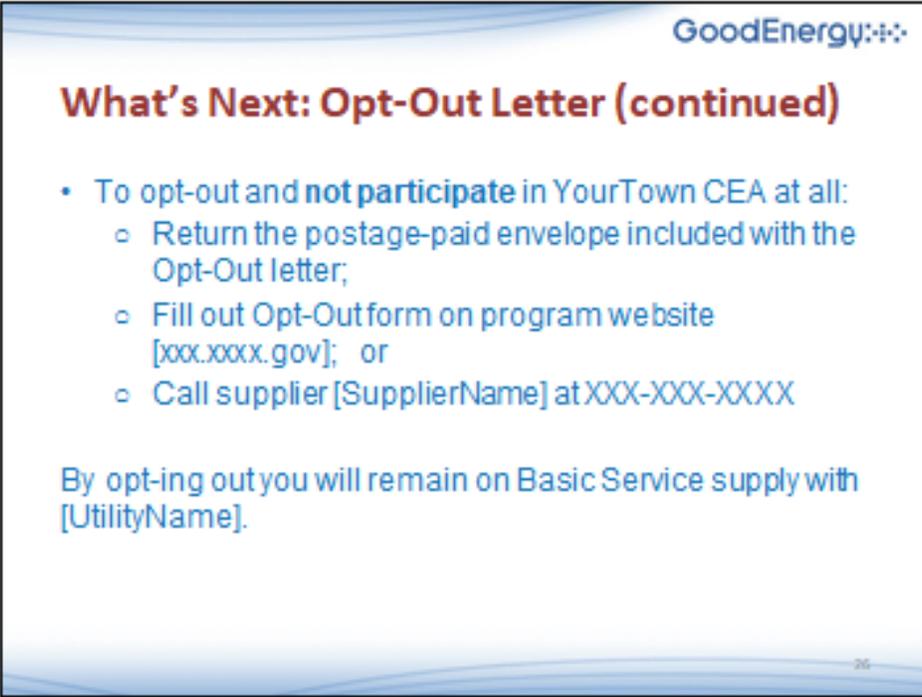


GoodEnergy:+++

What's Next: Opt-Out Letter

- The Program will send an Opt-Out Letter (see slide XX)
- To participate in default rate of YourTown CEA:
 - No action needed
- To choose one of the optional rates in YourTown CEA:
 - Fill out Rate Change form on program website [xxx.xxx.gov]; or
 - Call supplier [SupplierName] at XXX-XXX-XXXX

25



GoodEnergy:+++

What's Next: Opt-Out Letter (continued)

- To opt-out and **not participate** in YourTown CEA at all:
 - Return the postage-paid envelope included with the Opt-Out letter;
 - Fill out Opt-Out form on program website [xxx.xxx.gov]; or
 - Call supplier [SupplierName] at XXX-XXX-XXXX

By opt-ing out you will remain on Basic Service supply with [UtilityName].

26

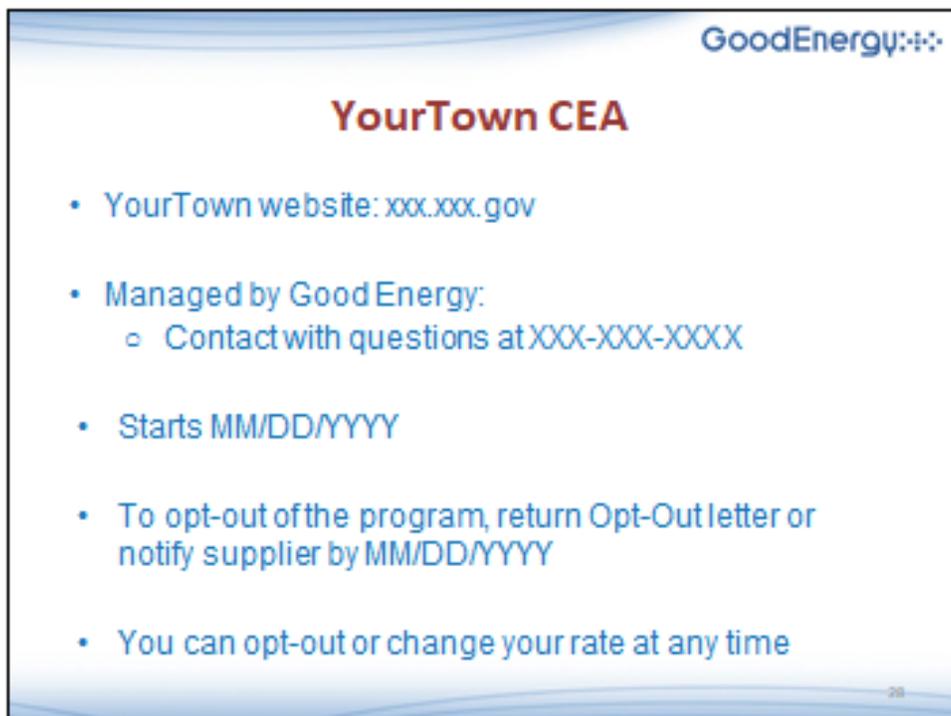


GoodEnergy:~::~

Opt-Out Mailer

[Insert opt-out mailer]

27



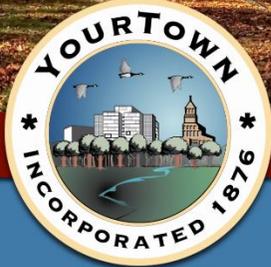
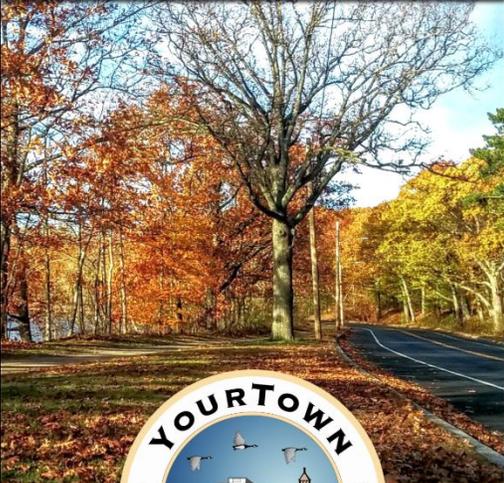
GoodEnergy:~::~

YourTown CEA

- YourTown website: xxx.xxx.gov
- Managed by Good Energy:
 - Contact with questions at XXX-XXX-XXXX
- Starts MM/DD/YYYY
- To opt-out of the program, return Opt-Out letter or notify supplier by MM/DD/YYYY
- You can opt-out or change your rate at any time

28

**LAUNCHING
MONTH/YEAR**



**YOURTOWN
COMMUNITY
ELECTRICITY
AGGREGATION**

A program of the Municipality of YourTown

**YOURTOWN
COMMUNITY ELECTRICITY
AGGREGATION**

YourTown is launching the YourTown Electricity Aggregation program for residents and businesses in Month/Year. The program uses a bulk purchasing process designed to provide competitive choice, longer term price stability and more renewable energy options. This Program was approved by YourTown's Council.

Benefits

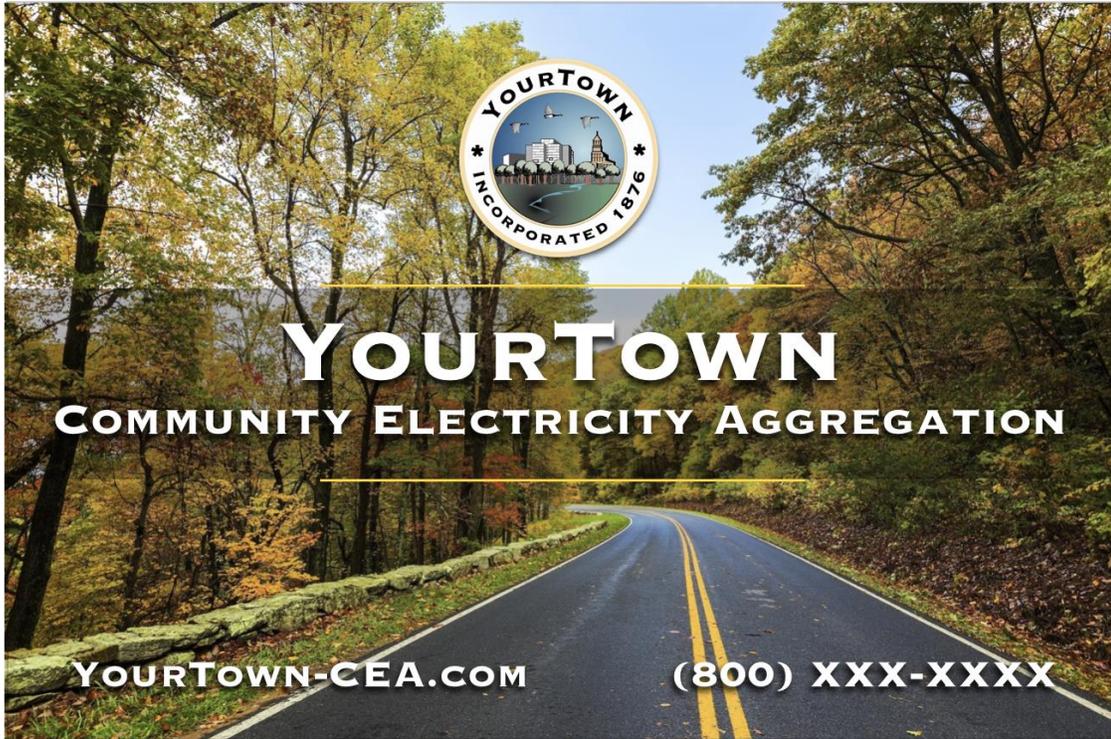
- Access competitive Bulk Purchase Pricing
- Protect against volatile energy prices
- Local renewable energy options available
- Leave the program at anytime without penalty

Features

- Automatic enrollment with 30 day opt-out
- No contract to sign
- Same level of service from YourUtility; continue to contact YourUtility about any service issues
- Continue to receive a single bill from YourUtility
- Customers already with a supplier are excluded, but may opt in
- Leave the program at anytime
- Keep Budget Billing

Disclaimer: There is no guarantee of savings compared with Basic Service rates because future rates are unknown.

**LEARN MORE:
CALL: (800) XXX-XXXX
WEBSITE: YOURTOWN-CEA.COM**



YOURTOWN PROUDLY ANNOUNCES

a municipally approved Community Electricity Aggregation program launching in Month/Year that combines all eligible electric accounts in our town in order to provide you with competitive choice, longer term price stability and more renewable energy options.

An official letter detailing the program will arrive in your mailbox in Month/Year

Disclaimer: There is no guarantee of savings compared with Basic Service rates because future rates are unknown.

To learn more, visit YourTown-CEA.com or call (800) XXX-XXXX



Exhibit 1

Attachment B

Consumer Notification Documents

**Exhibit 1
Attachment B-1
Exemplar Consumer Notification Letter**



Town of Your Town Community Electricity Aggregation Program

[Date - Georgia Bold]

Dear YourTown Electricity Customer,

The Town of YourTown is launching YourTown Community Electricity Aggregation (YourTown CEA) which will provide new town-vetted options for electricity supply. UtilityName will continue to deliver your electricity, however the electricity supplier will be chosen by YourTown through a competitive bidding process that leverages the bulk buying power of our community.

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

— John Smith, YourTown Council President/Mayor

YOURTOWN CEA GOALS



Price Stability

YourTown CEA has a fixed price for XX months from MM-YYYY through MM-YYYY. In contrast, UtilityName Basic Service prices change every 6 months for residential and commercial customers and every 3 months for industrial customers, and thus may be above or below the YourTownCEA rate in any subsequent period.



Local Renewable Energy

YourTown CEA offers optional products that include XX% more local renewable energy, known as Massachusetts Class I, than required by the State. With these optional products, you will have cleaner electricity and you will be helping to support the growth of renewable energy in our region.



Consumer Protection

YourTown CEA includes consumer-protection focused terms and conditions such as the ability to leave the program at any time without penalty.



Electricity Choice

YourTown CEA offers XX# different electricity supply choices. These products are provided by the electricity supplier, SupplierName, selected by YourTown through a competitive bidding process.

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

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

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

Call [SupplierName] at xxx-xxx-xxxx,

OR

Submit the Opt Out form online at xxxxxx.com

YOURTOWN CEA OPTIONS

Standard Product:



Basic: This is the standard product that you will be automatically enrolled in if you do nothing. It includes all local renewable energy (MA Class I) required by State law and is focused on competitive prices. The goal for this product is to be equal to or lower than the average UtilityName Basic Service rates over YourTown's contract term. However, as future Basic Service rates are unknown, savings cannot be guaranteed.

Optional Products:

YourTown CEA also offers two optional electricity products, each with differing amounts of renewable energy relative to State requirements. To enroll in any of these optional products, you must contact the supplier, SupplierName, at XXX-XXX-XXX or XXXXXXX.com



Local Green 100%: This is an optional product.

It includes one hundred (100) percent more local renewable energy (MA Class I) than required by State law.



Local Green 50%: This is an optional product.

It includes fifty (50) percent more local renewable energy (MA Class I) than required by State law.

YOURTOWN CEA PRICING

	Electricity Supply Product	Renewable Energy Above State Requirements	Residential	Commercial	Industrial	Price Period
YourTown CEA:	Basic (standard)	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month/Year – Month/Year
	Local Green 100% (optional)	100% MA Class I	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Rates apply to service beginning and ending on the days of the month that your meter is read
	Local Green 50% (optional)	50% MA Class I	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
What You Have Now:	UtilityName Basic Service	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month 1, Year – Month 31, Year Residential and Commercial* Month 1, Year – Month 31, Year Industrial*

*No guarantee of savings. UtilityName Basic Service rates for electric supply change every six months for Residential and Commercial customers and every three months for Industrial customers. UtilityName Basic Service rates may be above or below the YourTown CEA rates for customers during any subsequent period. Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract.

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

YOURTOWN CEA PARTICIPATION

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

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

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

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

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

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

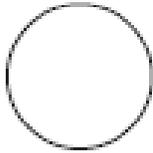
CUSTOMER SUPPORT & MORE INFORMATION

For more information:

Visit YourTownCEA.com or call XXX-XXX-XXXX

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

**Exhibit 1
Attachment B-2
Exemplar Language Access Document**



YourTown Community Electricity Aggregation Program

IMPORTANT NOTICE

XXX-XXX-XXXX

TTY XXX-XXX-XXXX

www.xxxxxxxx.com

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 the YourTown about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help.**

SPANISH/ESPAÑOL

Incluye importante notificación de YourTown sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.

PORTUGUESE/PORTUGUÊS

Aviso importante incluído do YourTown sobre seu serviço de eletricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.

CHINESE (SIMPLIFIED)/中文

随附来自 YourTown 的重要通知, 有关您的供电服务。请即刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。

CHINESE (TRADITIONAL)/中文

隨附以下重要通知 YourTown 有關您的電力服務。請立即翻譯通知。如需協助, 請致電上述號碼或瀏覽網站。

HAITIAN/KREYÒL

Wap jwenn yon avi enpòtan ki sot nan YourTown osijè sèvis elektrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn ed.

POLISH/POLSKI

Załączono ważne powiadomienie od YourTown dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczne przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.

NEPALI/नेपाली

आफ्नो बहिर्गत सेवा को YourTown बाट प्राप्त गरिएको महत्वपूर्ण सूचना । यो सूचना अत्यन्तै महत्त्वपूर्ण छ । यसको तुरुन्तै अनुवाद गर्नुपर्ने । यसको तुरुन्तै अनुवाद गर्नुपर्ने । यसको तुरुन्तै अनुवाद गर्नुपर्ने ।

MARATHI/मराठी

महत्त्वपूर्ण सूचना प्राप्त केले आहे YourTown आसताना बहिर्गत सेवेबाबत. या सूचना अत्यन्त महत्त्वपूर्ण आहे. याला तुरुन्तै अनुवाद करणे आवश्यक आहे बहिर्गत सेवा / सेवेबाबत या सूचना

YORUBA/YORÚBÁ

Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ̀ YourTown nipa iṣẹ́ iná mọ̀namọ̀nà rẹ̀. Túmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pẹ̀ nọ́nbà náà tàbí bẹ̀ àáyè kírí ayélujára, lókè, wò fún inánlọ̀wọ̀.

IGBO/NDỊ IGBO

Ọkwa dị mkpa e zitere na YourTown gbasara ọrụ ọkụ eletrik gị. Tugharja ọkwa ndigbo. Kpọọ nomba à ma ọ bụ gaa na webusaịtị, dị n'elu, maka enyemaka.

VIETNAMESE/ TIẾNG VIỆT

Có đính kèm thông báo quan trọng từ YourTown về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay. Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên để được giúp đỡ .

RUSSIAN/РУССКИЙ

Прилагается важное сообщение от **YourTown** касательно вашего снабжения электроэнергией. Переведите это сообщение безоплачивательно. Если вам нужна помощь, позвоните по указанному номеру или зайдите на вебсайт.

ARABIC/عربى

YourTown ملاحظة عاجلة متضمنة من
بالرقم أو رقم بزيارة الموقع أعلاه للحصول على المساعدة
حول خدمة الكهرباء الخاص بك. يرجى ترجمة الملاحظة فوراً اتصل

KHMER/ ខ្មែរ

សេចក្តីជូនដំណឹងសំខាន់ ចេញពី **YourTown** អំពីការផ្គត់ផ្គង់សេវាអគ្គិសនីរបស់យើង។
យើងសង្ឃឹមថា ព្រះមហាក្សត្ររបស់យើងអាចយល់ដឹងបាន។

FRENCH/ FRANÇAIS

Avis important ci-joint de **YourTown** à propos de votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le site Web ci-dessus pour obtenir de l'aide.

ITALIAN/ITALIANO

Comunicazione importante in allegato da **YourTown** riguardante il suo servizio di elettricità. Tradurre il comunicato immediatamente. Se ha bisogno di assistenza chiami il numero o visiti il sito internet sopra indicato.

KOREAN/ 한국어

귀하의 전기 서비스와 관련하여 **YourTown** 에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기를 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나 웹 사이트를 방문해주세요.

GREEK/ ΕΛΛΗΝΙΚΑ

Βασική και σημαντική ειδοποίηση από **YourTown** που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφθείτε την παραπάνω ιστοσελίδα για βοήθεια.

AMHARIC/አማርኛ

የአካልዎ ክልል/ክፍለ-መንግሥት **YourTown** የተሰጠውን አደጋ የሚያመለክት የተዘጋጀ የጥያቄዎ ሰነድ
ይተርጎማል። እዚህ ላይ የተሰጠው ለአስተያየት ይጻፉ ወይንም ለጥያቄዎ ለገቢ ይገቡ።

SOMALI/SOOMAALI

Ogeysiin muhiim ah oo ka bilaqaa oo ka timid **YourTown** oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas. U soo wac lambarka ama u booqo websaydka, korsoyo, wixii caawin ah.

JAPANESE/ 日本語

YourTown からの電力供給に関する重要なお知らせが添付されています。このお知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話番号までお電話いただくか、ウェブサイトをご覧ください。

GUJARATI/ ગુજરાતી

ના સરકારી મહત્વના સમાચારો અંગે **YourTown** તરફથી વીજળી સેવા અંગે . સુધારાનું સૂચન આ આપવાને કારણે .
મારા માટે સહાયના સમાચારો અંગે સહાય વેબસાઇટની મુલાકાત લો.

SWAHILI/KISWAHILI

Notisi muhimu ambayo imeambatiwa kutoka kwa **YourTown** kuhusu huduma ya umeme unayopokea. Jifasiri notisi papo hapo.Piga simu kwa nambari au zura tovuti, hapo juu, ili kupata usaidizi.

HINDI/हिंदी

यह महत्वपूर्ण सूचना **YourTown** | की ओर से आपकी बजटिंग सेवा के बारे में है। सूचना का तुरंत अनुवाद करें यदि के लिये अपर के संकेत पर क्लिक करें या वेबसाइट पर जाएं।

THAI/ ไทย

ประกาศสำคัญที่ส่งมาจาก **YourTown** เกี่ยวกับการให้บริการไฟฟ้าของคุณและประกาศอื่น ๆ ที่เกี่ยวข้องที่คุณควรรู้

LAO/ ລາວ

ເລິ່ງການທີ່ສຳຄັນຈາກ **YourTown** ກ່ຽວກັບບໍລິການໄຟຟ້າຂອງທ່ານ ມາດຊ່ວຍເຫຼືອທ່ານ ຫາກທ່ານບໍ່ເຂົ້າໃຈ ຫາກທ່ານ
ເຂົ້າໃຈບໍ່ໄດ້ ຫາກທ່ານ ຊ່ຽງເລິ່ງ

**Exhibit 1
Attachment B-3
Exemplar Opt-Out Reply Card**

<p>Opt Out Reply Card</p> <p> YourTown Community Electricity Aggregation Program</p> <p>Current Resident Name 1234 Main St YourTown, MA, 12345</p> <p>X _____ Signature Date</p>	<p>If you wish to participate in the Community Electricity Aggregation (CEA) program, you do not need to take any action. You will be automatically enrolled.</p> <p>Opt Out Instructions If you do not want to participate:</p> <ol style="list-style-type: none">1. Sign and date this card2. Insert into postage pre-paid envelope3. Mail envelope <p>The card must be signed by the customer of record whose name appears in the address on this card.</p> <p>The envelope must be mailed and postmarked on or before [month/date/year] to opt out of the program before automatic enrollment.</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Exhibit 1
Attachment B-4
Exemplar Opt-Out Reply Card Envelope**

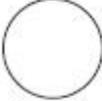
		YourTown c/o [Supplier Name] [Supplier Address] [city][state], [XXXXX]	 <p>Presorted Standard U.S. Postage Paid XXXXX XXX</p>
	<p>Phone: Supplier Phone Number Fax: Supplier Fax number [supplier@email.com]</p>	<p>Current Resident Name 1234 Main St YourTown, MA, 12345</p>	<p>CUSTOMER OPT OUT NOTIFICATION Do not discard! This is not a solicitation! Time-sensitive notice regarding electric supply rates on behalf of the YourTown.</p>

Exhibit 2

Model Competitive Electric Service Agreement

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EXHIBIT A - PRICES AND TERMS

EXHIBIT B - TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA
SUMMARY

EXHIBIT C – FORM OF REC PURCHASE AGREEMENT

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ____ day of _____, 20XX ("Effective Date") by and between _____ ("Competitive Supplier"), and the **City of Fitchburg**, a Massachusetts municipality (the "Municipality").

Recitals

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

1.6 Intentionally Omitted

1.7 Intentionally Omitted

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

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

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

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

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

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Basic Service as of the Effective Date ("Basic Service Customers"), or New Consumers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. Pursuant to the Department's Order on Eligible Customers, D.P.U. 16-10 (2017), Eligible Customers shall include; (1) Basic Service Customers except as specifically excluded herein; (2) Basic Service Customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Customers shall exclude: (1) Basic Service Customers who have asked their Local Distributor to not enroll them in competitive supply;

(2) Basic Service Customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

1.13 ESA - This Electric Service Agreement.

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

1.15 General Communications - The type of communications described and defined in Article 5.7 herein.

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

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

1.18 Green Power - 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, or, that may be otherwise added by mutual agreement of the Parties.

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

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

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

1.22 NEPOOL - The New England Power Pool.

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

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

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

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

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

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

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

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

1.31 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such "change" was not known or foreseeable as of the Effective Date.

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

1.33 Retail Price - As set forth in Exhibit A.

1.34 Service Commencement Date - The date of the Participating Consumer's first meter read date after _____, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.35 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating 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 further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

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

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such 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 both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD PARTY BENEFICIARIES

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

2.3 COMPLIANCE WITH LAWS

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

2.4 CONDITIONS PRECEDENT

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

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

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

the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

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

2.6 LIMITATIONS ON COMMUNICATIONS

Notwithstanding any other provision herein, including Articles 2.5, 5.6, 5.7 and 18.2, the Competitive Supplier may only use the list of Eligible Consumers and Participating Consumers to send out the Department-approved opt-out notice or other educational materials or communications which are required to fulfill its obligation hereunder or are necessary for operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

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 unreasonably interfere with 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 electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO ELIGIBLE CONSUMERS FOR NEW AGGREGATION

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

- (i) about the Program;
- (ii) of the date on which such Eligible Consumer will be automatically enrolled in the Program;
- (iii) 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 M.G.L. c. 164, sec. 134, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by the Department.

The Municipality shall specify the design and content of the Opt-Out Notice which may be in color and may include 2 or more pages in addition to the reply form and the Language Access Document required by the Department. Competitive Supplier shall review the Opt-Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. Once the design and content of the notice are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each eligible customer the Opt-Out Notice at least thirty-six (36) days prior to the date of automatic enrollment. The Opt-Out Notice shall:

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

- iii) fully disclose the prices and terms then being offered for Basic Service by the LDC;
- iv) state how an Eligible Customer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor;
- v) state how all Participating 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, charge or penalty; and
- vi) include a reply card and postage-paid envelope that Eligible Consumers may use to exercise their opt-out rights.

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

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make commercially reasonable efforts to identify a correct mailing address and re-send the Opt-Out Notice. The Competitive Supplier shall not enroll any customer where the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable. Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Consumers may opt out at anytime without paying any fee, charge or penalty.

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

3.3 NOTIFICATION TO NEW CONSUMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of all a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and B) all consumers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties, the Competitive Supplier shall obtain from the Local Distributor an updated file that includes all eligible consumers in the Municipality, hereinafter the Updated LDC Eligible Consumer File. Once each month, Competitive Supplier shall create a Refresh Mailing List of New Customers, which shall include all consumers in the Updated LDC Eligible Consumer File and exclude all consumers listed in the Master Opt Out File.

In Accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New 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. (Competitive Supplier shall mail an Opt-Out Notice, as described in Article 3.1, to

each New Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt- Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment in accordance with the requirements of the Plan. All Opt-Out Notices must be approved in advance by the Municipality. Competitive Supplier shall enroll New Customers in the Program immediately following the deadline stated in the Opt-Out Notice as described in Article 3.1.

In providing the notifications set forth in Article 3.1 and 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.4 INTENTIONALLY OMITTED

3.5 ENROLLMENT

3.5.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

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

3.5.3 Re-enrollment by Eligible Consumers - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible

Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

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

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumer's first meter read date after _____, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

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

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee,

receiver, or liquidation of any of Competitive Supplier's property; or

d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2 (a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date. If Municipality has chosen a new supplier for its Program, Competitive Supplier shall assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis, including all updated reports pursuant to Article 11 and Exhibit B-1.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group.

4.4 EXTENSION

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

ARTICLE 5 CONTINUING COVENANTS

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

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post program-related information on the Municipality's website which will be available to Participating 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) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating 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 provision of the

Plan or regulation of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

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

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter

arising under or related to this ESA. Competitive Supplier shall provide a copy of such General Communication to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, or inconsistent with Department policy or directives.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication

inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

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

5.8 PARTICIPATING CONSUMER LISTS

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

5.9 COMPLIANCE WITH LAWS

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

5.10 CONSENT

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

ARTICLE 6 ROLE OF THE MUNICIPALITY

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

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

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

7.3 METERING

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

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

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

7.4.2 Billing and Payment

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

7.4.3 Regional and Local Transmission

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

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes that are required by law to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting

any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed on Competitive Supplier's income.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 RENEWABLE ENERGY PORFOLIO STANDARD

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

8.2 PROVISION OF GREEN POWER

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

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before _____, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for

maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "opt-out" provisions of M.G.L. c. 164, § 134(a); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating 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 that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly Reports

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

format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 11.1.2 shall be grounds for termination under Article 4.2(a).

11.1.3 Standard of Care

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

11.2 POWER SUPPLY REPORT

Within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating 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 their books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide back up for any charge under this ESA questioned by the Municipality and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files

with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

12.1 CHOICE OF LAW AND FORUM

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

12.2 DISPUTE RESOLUTION

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

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the

Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

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

13.3 SURVIVAL

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

13.4 DUTY TO MITIGATE

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

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

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

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally

perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;

c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;

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

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

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

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

14.2 BY THE MUNICIPALITY

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

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

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

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

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

ARTICLE 15 INSURANCE

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least

\$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the Commonwealth of Massachusetts and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

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

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

ARTICLE 16 CONFIDENTIALITY

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

obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

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

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

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating 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;
- g) any non-public information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs additional, material costs, Competitive Supplier shall provide a written notice to the Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; e) a proposed plan for coordinating with the LDC for an increase in price to be billed by the LDC designed to reimburse the Competitive Supplier for such cost impact. If the Parties are not able to agree on an amendment to this Agreement or reimbursement contemplated by this section, the matter may be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

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

assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, and subject to the limitations in Article 2.6, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality. Any new product or service that the Competitive Supplier seeks to make available to Participating Consumers is subject to approval by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

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

18.3 NOTICES

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

If to Competitive Supplier:

With copy to:

If to Municipality:

Mr. Charles de Casteja
Good Energy, L.P.
232 Madison Avenue, 3rd Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 212-792-0223
charles@goodenergy.com

and

Ms. Mary A. Delaney
Chief Procurement Officer
City of Fitchburg
166 Boulder Drive, Suite 108
Fitchburg, MA 01420
978-829-1850
mdelaney@fitchburgma.gov

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

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

18.5 ENTIRE ESA; AMENDMENTS

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

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group.

18.7 EXPENSES

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

18.8 NO JOINT VENTURE

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

18.9 JOINT WORK PRODUCT

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

18.10 COUNTERPARTS

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

18.11 COMMISSIONS

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include the commission fees in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P for the duration of this ESA. The commission fees shall be paid ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

18.12 WAIVER

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

18.13 CO-OPERATION

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

18.14 PLAN

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

18.15 ADVERTISING LIMITATIONS

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

18.16 PRESS RELEASES

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

18.17 HEADINGS AND CAPTIONS

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

18.18 SURVIVAL OF OBLIGATION

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

18.19 REMEDIES

18.19.1 General

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

18.19.2 Limitations

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

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

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

EXHIBIT A

PRICES AND TERMS
Community Electricity Aggregation Program

Price by Program (applies to all rate classes)

<u>Default Program</u>	<u>Price per kWh</u>
Local Green (10% additional Renewable Energy)	\$ _____
<u>Optional Programs</u>	
Basic (0% additional Renewable Energy)	\$ _____
Premium 50 (50% additional Renewable Energy)	\$ _____
Premium 100(100% Renewable Energy)	\$ _____

Terms for System Supply Service

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

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

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

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Massachusetts' (a) Renewable Portfolio Standard, (b) Alternative Energy Portfolio Standard, (c) Clean Energy Standard, and (d) Clean Peak Energy Standard, or otherwise pay the alternative compliance payment rate as determined by the relevant Massachusetts regulatory authority. The Competitive Supplier shall include 10% additional Renewable Energy for consumers participating in the Local Green program, 50% additional Renewable Energy for consumers participating in the Premium 50 program and 100% additional Renewable Energy for consumers participating in the Premium 100 program.

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

Eligible 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.

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

EXHIBIT B

MONTHLY REPORTS

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

1) SALES REPORT: Monthly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period.

2) MASTER ACCOUNT LIST: A list of Participating Consumers, including all customer identifying information provided by the Local Distributor and (i) opt-out notice mailing date, (ii) account status (active/inactive), (iii) account start date, (iv) account end date, (v) account read cycle, (vi) load zone and (vii) opt in date (if applicable).

3) MASTER OPT OUT FILE: A list of consumers that opted out of the aggregation program after receiving an opt out notice but prior to enrollment and a list of consumers that enrolled in the aggregation program and then left the program for any reason. Competitive Supplier shall provide this list 10-business day after the close of any LDC Read Month.

4) REFRESH MAILING LIST: This mailing list shall be created every month, or as otherwise agreed to by the Parties, by the Competitive Supplier and shall include customer information for all consumers listed in the Updated LDC Basic Service File but excluding only consumers listed in the Master Opt Out File.

5) MONTHLY COMMISSION REPORT – Competitive Supplier shall provide Municipality with information to obtain this report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide such report within thirty (30) days of receipt of a written request from Municipality

TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code _____
Rate Name _____
Consumer _____
No Accounts _____

kWh

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

EXHIBIT C

REC PURCHASE AGREEMENT

Exhibit 3

Supporting Documentation – Procedural Requirements

Exhibit 3

Attachment A

**Certified vote to pursue aggregation (with approval of mayor or city manager,
where applicable)**

City of Fitchburg

FITCHBURG CITY CLERK

In City Council, 2019 APR 29 AM 11:17

RESOLUTION:

ELECTRIC POWER AGGREGATION RESOLUTION
AND ACCEPTANCE OF M.G.L. CHAPTER 164, § 134

WHEREAS, the Commonwealth of Massachusetts has engaged in a process to establish a competitive market place through the restructuring of the electricity market; and

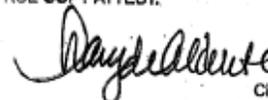
WHEREAS, citizens of Fitchburg have a substantial economic and social interest in terms of greater customer choice and opportunities for savings in this restructured market— and

WHEREAS, the City of Fitchburg hereby finds that it may be in the interest of its citizens who are electric ratepayers, both residential and commercial/industrial, to develop and secure such approvals and enter into appropriate agreements with consultants, experts and attorneys in connection with the establishment and operation of an electricity aggregation plan.

BE IT THEREFORE RESOLVED that the City of Fitchburg hereby:

Accepts the provisions of M.G.L. c. 164, § 134, and publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers and to authorize the Mayor, as provided by such statute to develop a plan, for review by the citizens of the City of Fitchburg, detailing the process and consequences of aggregation and further to reestablish such plan if its operation is suspended, and to negotiate and enter into such contracts for power supply pursuant to the plan or services for such plan, with the understanding that if a power supply contract is executed, individual consumers would retain the option not to participate in the aggregation plan and, instead, to choose any electricity alternatives they desire and, further, to take such other action relative hereto as may be appropriate and necessary.

A TRUE COPY ATTEST.

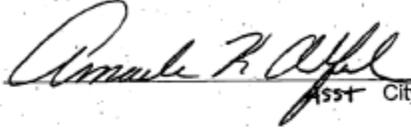

City Clerk

PRESENTED TO THE MAYOR

000128

No. _____ - 2019

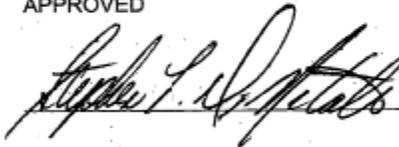
For approval MAY - 8 2019


Asst. City Clerk

MAYOR'S OFFICE
MAY - 9 2019

Fitchburg, Mass. _____

APPROVED


Mayor

In City Council May 7, 2019.
Resolution adopted by unanimous vote.
11 members present. Board consists
of 11 members.
Amanda K. Alford, Asst. Clerk

RESOLUTION

That the City of Fitchburg hereby accepts the provisions of M.G.L. c.164, s. 134, and publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers as outlined in the enclosed Resolution.

In City Council,

May 7, 2019

Order read and

Anna M. Farrell

Clerk

ATRUE COPY ATTEST.


City Clerk

Exhibit 3

Attachment B

Department of Energy Resources Consultation Letter

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Department of Energy Resources Consultation Letter

PLACEHOLDER

Exhibit 3

Attachment C

Minutes of all municipal government meetings (e.g., select board, city council, etc.) where aggregation was discussed.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Minutes of all municipal government meetings (e.g., select board, city council, etc.) where aggregation was discussed

PLACEHOLDER

Exhibit 3

Attachment D

Documentation identifying: (1) dates and locations where aggregation plan was available for citizens review; (2) period during which municipality accepted comments regarding aggregation plan; (3) screenshot(s) of posting(s) of aggregation plan on the municipality's website

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment D

Documentation identifying: (1) dates and locations where aggregation plan was available for citizens review; (2) period during which municipality accepted comments regarding aggregation plan; (3) screenshot(s) of posting(s) of aggregation plan on the municipality's website

PLACEHOLDER

Exhibit 3

Attachment E

Copies of all announcements regarding public review of proposed aggregation plan including, but not limited to, announcements regarding and public meetings. Identify location, outlet, community channel, etc. where each announcement was posted or published. Identify entity or person who prepared each announcement.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment E

Copies of all announcements regarding public review of proposed aggregation plan including, but not limited to, announcements regarding and public meetings. Identify location, outlet, community channel, etc. where each announcement was posted or published. Identify entity or person who prepared each announcement.

PLACEHOLDER

Exhibit 3

Attachment F

Copies of: (1) transcripts or meeting minutes of any public meetings conducted about proposed plan; (2) any slides, scripts, presentations, or informational documents used at such meetings.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment F

Copies of: (1) transcripts or meeting minutes of any public meetings conducted about proposed plan; (2) any slides, scripts, presentations, or informational documents used at such meetings.

PLACEHOLDER

Exhibit 3

Attachment G

Copies of: (1) all public comments regarding aggregation plan, regardless of whether received within any official comment period; and (2) any responses provided to comments regarding plan.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment G

Copies of: (1) all public comments regarding aggregation plan, regardless of whether received within any official comment period; and (2) any responses provided to comments regarding plan.

PLACEHOLDER

Exhibit 3

Attachment H

Copies of version of the municipal aggregation plan (including education and public outreach plan, opt-out documents) made available for public review. Identify all differences between this version of the plan and final plan submitted to Department for approval.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment H

Copies of version of the municipal aggregation plan (including education and public outreach plan, opt-out documents) made available for public review. Identify all differences between this version of the plan and final plan submitted to Department for approval.

PLACEHOLDER

Exhibit 3

Attachment I

Copies of all program marketing, advertising, informational, and educational materials made available to residents to date.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 3

Attachment I

Copies of all program marketing, advertising, informational, and educational materials made available to residents to date.

PLACEHOLDER

Exhibit 4

Program Sales, Eligible Customers, and Consumption Estimates

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 4

Attachment A

Estimated total annual kWh sales for first year of program operation for standard product and each optional product. Include all assumptions used to arrive at estimates and source(s) consulted.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 4

Attachment A

Estimated total annual kWh sales for first year of program operation for standard product and each optional product. Include all assumptions used to arrive at estimates and source(s) consulted.

PLACEHOLDER

Exhibit 4

Attachment B

Table providing following information regarding eligible customers. Identify source(s) of this information:

Customer Class	Number of Eligible Customers	Total Current Annual Consumption (in MWh)
Residential		
Small C&I		
Medium C&I		
Large C&I		

Exhibit 4

Attachment B

Table providing following information regarding eligible customers. Identify source(s) of this information:

Customer Class	Number of Eligible Customers	Total Current Annual Consumption (in MWh)
Residential	13,954	79,607
Small C&I	1,408	3,289
Medium C&I	870	37,484
Large C&I	3	13,602
Source: Jeffrey Pentz, Senior Energy Analyst, Until, 6 Liberty Lane West, Hampton, NH 03842 603-773-6473		

Exhibit 5

Aggregation Consultant Contract/Marketing Materials

Exhibit 5

Attachment A

Contract between aggregation consultant and municipality.

MUNICIPAL AGGREGATION SERVICES AGREEMENT

This Municipal Aggregation Services Agreement ("Agreement") is made and entered into and effective on this 6th day of April, 2020 ("Effective Date") by and between the **City of Fitchburg** ("Municipality"), a Massachusetts municipal corporation, with offices located at 166 Boulder Drive, Suite 108, Fitchburg, MA 01420, acting by and through Mayor Stephen L. DiNatale, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" which provides electric power services for the Municipality's residential and non-residential customers within the Municipality's geographic boundaries; and

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

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

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

Provisions

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

A. Assist the Municipality in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the Municipality, including the following issues, as applicable:

- Overview of process and consequences of aggregation.
- Classes of customers that may participate.
- Program organizational structure.
- Program operations.
- Program funding.
- Rate setting and cost allocation among participants.
- Entering and terminating agreements.

- Rights and responsibilities of program participants.
- Extension or termination of program.
- Renewable energy content and sourcing

B. Assist the Municipality with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the City Council for review and/or approval;

C. Lead and assist with all required consultations and filings with the Massachusetts Department of Energy Resources (“DOER”) and the Massachusetts Department of Public Utilities (“DPU”) in regard to the Plan;

D. Provide Municipality with information on electric power pricing, market trends and any other relevant information to support the Service Provider’s recommendation for timing of Request for Bids (“RFB”) for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality;

E. Develop the contract terms and conditions for the Electric Service Agreement (“ESA”) between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan or further regulatory requirements. Assist with negotiations of an ESA with the selected licensed competitive suppliers, to the extent permitted by law.

F. Assist the Municipality in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as approved by the DPU;

G. Assist the Municipality in the operation of its municipal aggregation program, including monitoring the energy service supplier’s performance in: maintaining accurate customer lists, including lists of eligible customers not participating in the program; conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers.

H. Monitor and report on changes to applicable regulatory or statutory requirements for municipal aggregation programs and assist the Municipality in managing and amending, as necessary, the Municipality’s aggregation plan and in the preparation of any reports to, or responses to information requests from, the DPU or DOER.

I. In the event any dispute arises under the ESA, the Service Provider shall assist the Municipality in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Municipality and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Service Provider will provide technical assistance to the Municipality. Municipality acknowledges that the Service Provider is not a party to the ESA and that it will be the responsibility of the

Municipality to retain independent legal representation in the event of a formal dispute or litigation.

J. Assist Municipality, along with Service Provider's expert partners such as Sustainable Energy Advantage, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating contracts with renewable energy brokers or developers, or developing contract terms and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions.

K. Assist Municipality with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Municipality and expert partners to develop new, innovative green-up products.

L. Manage a comprehensive marketing, education and public outreach program for operating the aggregation plan, at no cost to, and with approval of, the Municipality. Information to be conveyed includes revisions to program provisions and prices, responses to frequently asked questions, program goals and performance, rights and procedures for program participants, contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes.

M. Obtain from energy supplier and provide to Municipality once a quarter, or as otherwise agreed to with the Municipality, reports on account level usage data including:

1. The total usage (kWh) in each available rate offered by the aggregation;
2. The total number of accounts in each rate offered by the aggregation;
3. The total number of opt-outs and opt-ins;
4. Costs savings achieved compared to known LDC rates;
6. Applicable summary information supporting the development of MA Class I RECs: and
7. Other criteria the Municipality requests as relevant.

Such reports may be provided through a portal accessible to Municipal officials.

N. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.

O. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

P. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.

II. Obligations of Municipality.

Municipality shall:

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

III. Term and Termination. The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier currently in effect or entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in

this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

- IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.
- V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.
- VI. Indemnification.**
- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at its own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

VIII. Right to Audit.

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

In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes and Certifications.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).
- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
- C. Service Provider has the following federal identification number for income tax purposes:
43-2003973
- D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.

XII. Discrimination. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider

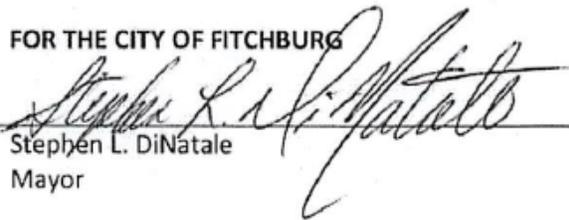
or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.

- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.
- C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:
1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
 2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
 3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.
- D. **Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years.
- XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

- XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XVI. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.
- XVII. **Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF the parties hereto have executed three original copies of this Contract the day and year first above written.

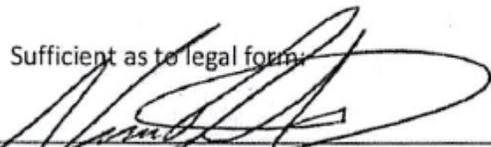
FOR THE CITY OF FITCHBURG


Stephen L. DiNatale
Mayor

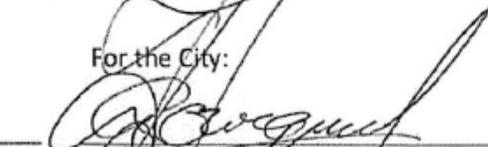
GOOD ENERGY, L.P.


Maximilian Hoover, Manager
By: Good Offices Technology Partners, LLC its
General Partner

Sufficient as to legal form:

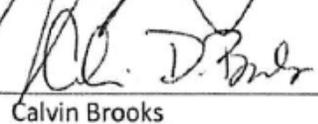

Vincent Pusateri II
City Solicitor

For the City:


A.J. Touigny
Chief of Staff


Mary A. Delaney

Chief Procurement Officer who certifies that the services or supplies purchased or leased pursuant to this contract were, to the best of his belief and knowledge, procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

 3-17-20
Calvin Brooks

City Auditor who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.

Account number: _____
Appropriation: _____

Exhibit 5

Attachment B

Aggregation consultant's response to request for proposals or other process used by municipality to obtain aggregation consulting services.



Community Choice Aggregation Consulting Services for City of Fitchburg

Contract #: 20-001-S

Technical Proposal

Prepared by Good Energy, L.P.

Response to Request for Proposals

1 Beacon St,
Boston, MA 02108

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1. Minimum Qualifications

Good Energy has been a registered electricity broker in Massachusetts since 2014, and our License is provided in **Section 3.0 Broker's License**. With staff located in Boston and Conway, Massachusetts, Good Energy can provide hands on technical assistance at a moments notice.

Good Energy operates 202 active municipal aggregation programs across Massachusetts, Illinois, New York and New Jersey. Our teams are supported by a robust back-office and we facilitate the sharing of best-practices and innovation across all regions.

In Massachusetts, Good Energy is working with 53 municipalities to develop and implement aggregation programs. Of these, 40 programs are currently active, and 31 have renewed at least once already. Additionally, 22 are green aggregations, defined as including extra new, local renewable energy in the default rate of the aggregation. Our active programs in Massachusetts serve 2.3 million MWh of annual load covering an eligible population of 950,000 residents.

Good Energy has been selected by individual municipalities and as a partner by two regional planning agencies in Massachusetts, the Southeast Regional Planning & Economic Development District (SRPEDD) - which led to the 23 municipality MASSCEA buying group - and the Metropolitan Area Planning Council (MAPC). The MASSCEA group was recognized in 2017 by the International City Managers Association (ICMA) with its "Community Partnership Program Excellence Award". With our MASSCEA group, Good Energy has demonstrated success securing both initial and renewal supply contracts for annual load of over 1.25 million MWh in a single procurement.

Good Energy provides a full suite of services to all of our aggregation clients, including aggregation plan development, approval, brokering electricity and renewable energy, public engagement and outreach, on-going management, securing renewal supply contracts and managing supplier transitions. To date, all of our Massachusetts clients have chosen to renew with Good Energy, and these municipalities' current supply contracts speak to our ability to successfully implement all aspects of an aggregation.

The following provides a summary of qualifications based on bullets in the Minimum Qualifications:

1.A Regulatory Requirements

In Massachusetts, Good Energy has secured Department of Energy Resources (DOER) consultation letters and Department of Public Utilities (DPU) approval for aggregation plans for 42 municipalities and have 9 more currently under review by DPU. Our attorney, Scott Mueller, has worked on all of these aggregation plans and will manage the process for the City of

Response to Request for Proposals

Fitchburg. Mr. Mueller is intimately familiar with the with current regulatory requirements and actively monitors all new aggregation dockets to identify new requirements that could impact Good Energy programs.

Mr. Mueller brings long standing relationships with the local utility: he represented Fitchburg Gas & Electric Light Co. and Until for over 20 years as regulatory and corporate counsel.

Notably, each of the 23 municipalities in the MASSCEA group each had their own aggregation plan. **In securing their approval, Good Energy developed the first-ever plans to allow for combined group purchasing while preserving individual decision-making autonomy for every community.** To do so, Good Energy engaged with the DPU staff ahead of plan submission to familiarize them with the concept and proactively address any issues. This built goodwill with the DPU and saved time during the formal review process. Even with the new group-procurement strategy of the MASSCEA group plans, Good Energy secured approval in an average of 2.5 months, faster than any other group of aggregation plans as of that time.

1.B Energy Brokering

Energy brokering is at the core of Good Energy's service delivery. We believe that a competitive electricity rate is the foundation upon which a municipality can build to accomplish other goals with its aggregation, such as support of clean energy. Good Energy has secured initial supply contracts for 40 municipalities in Massachusetts, all of which are currently active. Further, Good Energy has secured at least one renewal contract for 31 of those. **As noted in Section 3.D Savings Data, all our aggregation programs in Massachusetts have saved money over their contract terms, totalling over \$65 million in savings.** Accomplishing such a track record has required rigorous procedures to identify qualified bidders; to assess bids for reliability; to analyze market conditions and future trends to appropriately evaluate current bid prices and communicate risk to our clients; to negotiate strong supplier agreements for our clients, and to conduct proper oversight of the supplier.

1.C Renewable Energy & Energy Efficiency

As described fully in **Section 3.G Strategies to Support Renewable Energy**, Good Energy and our partner Green Energy Consumers Alliance pioneered the now-mainstream green aggregation model for including additional MA Class I RECs in the default rate. Our initial and renewal contracts have delivered green aggregation at competitive prices, affordably expanding access to clean energy. As shown in our data in **Section 3.D Savings Data**, all our programs in Massachusetts, including green aggregations, have provided savings to residential customers over the term of their contracts compared to utility Basic Service.

Response to Request for Proposals

Good Energy offers a wealth of renewable energy and energy efficiency expertise to the City of Fitchburg. Director of Innovation, Patrick Roche, specialized in municipal clean energy technical assistance in his previous role as the Assistant Director of Clean Energy at the Metropolitan Area Planning Council. Mr. Roche developed Energy Reduction Plans for aspiring Green Communities, oversaw efficiency upgrades such as LED streetlight retrofits, and managed a peak demand management program for municipalities. Additionally, Good Energy has a longstanding partnership with Sustainable Energy Advantage, one of the premier renewable energy consultants in the region. **See Section 3.A Personnel for details.**

1.D Customer Education & Public Outreach Programs

Good Energy's public outreach and education program for all of our Massachusetts communities has been guided by the goal to convey key information through multiple channels, accessible to the diverse languages found in a given municipality. At the core of the outreach is a program website, which houses all descriptive information about the program, allows residents to take action (enroll, opt-out, or change rate) and find support and contact information.

Prior to sending the required program mailer with full description of rates, comparison to the utility rate and opt-out ability, Good Energy has found it helpful to send a postcard. The card is quick and easy to read, flagging for the resident or business that it is a City-sponsored program and to look for a more detailed forthcoming letter. This starts to generate excitement, makes it more likely that one will read the more detailed letter, and provides a link to the website for those that want to explore ahead of time.

Around this, we run a suite of other outreach, such as local meetings, press releases, meetings with the editorial board or journalists from local papers, municipal-account social media, flyers for placement around municipal buildings or to provide to interested groups, videos for local cable-access and web, and even radio.

SRPEDD Outreach Example

Below is a summary of outreach activities for the initial launch of the 23 municipality SRPEDD group. **Please see Addendum #1 for examples of the materials and graphics produces for this, as well as highlights from other existing aggregations.**

Comprised of nearly 220,000 households spread across southeastern Massachusetts; straddling different socioeconomic status, multicultural backgrounds and six different languages; Good Energy built an extensive public education program for the 23 communities of the SRPEDD group. Good Energy began with a questionnaire for municipal lead to better understand available outreach resources, assess prevalence of non-English languages, collect imagery, and flag any other significantly community characteristics. This resulted in the following public education process:

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Website MASSCEA.com is built and administered by Good Energy. It is largely ADA compliant and Google Translate is incorporated for all pages. Each community has a customized page and the site offers forms to enroll, opt-out or opt-up contact a Good Energy representative. It also includes an online calculator for visitors to compare program rates to the utility.

Meetings Public presentations to discuss the program began at the earliest stages of program development and continued through the first few months of operation. Good Energy presented at venues including city and town halls, age-restricted facilities, chambers of commerce, Rotary Clubs, houses of worship, public libraries, and other various public events, e.g., Town Day, farmers' markets, etc.

Handouts Handouts customized for each community and distributed in public places (e.g. city/town halls, libraries, age-restricted facilities, retail establishments, etc.) early in the campaign and updated as needed. Materials printed in **six different languages** in addition to English based on local population needs.

Videos 12-minute [informational video](#) produced using a studio of one of the participating communities which was then distributed to all of the participating communities. This video was translated by the UMass Amherst Language Translation Center into six different languages and subsequently subtitled during post production. Another [five-minute video](#) provided as an update was later produced to educate the public on the renewal of the program. Both were extensively tagged and uploaded to YouTube and the program website, MASSCEA.com.

Radio Five, 15 and 30-second radio advertisements were produced for six different AM/FM radio stations, including the two dominant Portuguese language radio stations in the area. Run times were spread throughout the weekdays and weekends, but with emphasis on AM drive times during the work week. In some cases, advertising on these stations, particularly those with more of a local presence, led to on-air interviews with Good Energy program representatives.

Print & Digital Ads A media outlet campaign included an array of print and digital advertising in 35 news publications with particular emphasis on local outlets. All advertising had links to the program website and all digital ads were hyperlinked. It deserves mention that the the largest clearinghouse of program information is the website, so with every outreach effort, the goal was to drive interested individuals there.

Social Media Notices prepared for communities to post on their social media sites, either as simple copy or incorporated as part of digital imagery for municipal upload.

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Press Releases Developed and disseminated as a way to notify the public about program updates and announcements, particularly during program launch or renewal.

2. Approach to Scope of Services

2.A Develop Aggregation Plan

Good Energy structures our aggregation plan development process around our template plan, which we customize for each of our clients through a guided, collaborative process. Good Energy's template was developed for the Massachusetts regulatory environment and has been consistently refined since 2015 based on evolving Department of Public Utilities (DPU) rulings and guidance. Our attorney, Scott Mueller, has overseen all of our aggregation plans in Massachusetts and monitors all DPU rulings to proactively adjust our template.

Design team: Good Energy will meet with the City to identify the City's desired team to provide input into the plan. Often this is limited to a small group of City staff, but it could include leadership from important stakeholder groups. We will refer to this group as the **design team** in this proposal. The City can also identify groups for us to engage on an ad hoc basis for input.

Meetings: Good Energy will hold a couple of meetings with the design team to establish shared knowledge about aggregation, discuss options for various elements of the aggregation plan and seek consensus. Our process will provide an overview of all plan elements that will be required by DPU, highlighting the most common areas where we typically see customization. Much of the plan reflect best practices developed by Good Energy that can be applied across municipalities. The areas commonly customized are:

- Renewable energy support, including community energy programs
- Default rate and type of optional rates
- Education and outreach plan

Renewable Energy: Good Energy provides an overview of ways to support new renewable energy in **Section 3.G Strategies for New Renewable Energy**. These range from purchasing additional Massachusetts Class I RECs to strategies involving the inclusion of an adder fee in the rate to be used for specific project support. An adder fee may also be used to support City staff time related to managing the aggregation. With any of these strategies, Good Energy will assist the City to determine to what degree it can include purchase of extra renewable energy or adder fees in order to meet the City's financial goals for a competitive rate.

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Rates: One of the most important decisions regarding rates is what will be the composition of the default rate, which is the rate into which participants will be automatically enrolled. Optional rates are very important for consumer choice, but historical data shows that the participation in those rates remains only a fraction of the participation in the default rate.

At a minimum, the default rate must meet the State's Renewable Portfolio Standard (RPS) levels of renewable energy. Good Energy will help the City explore whether, in order to meet its renewable energy or other goals, it wants to include additional renewable energy or other adders into the default rate.

Many of our communities have a default rate that meets the RPS requirements, effectively maximizing potential savings, and then they offer an "opt up" rate to 50% or 100% renewable energy.

Good Energy also has 12 active **green aggregations** - they have a default rate with more renewable energy than the RPS requires. The amount of renewable energy in the default rate is set so that the default rate is **likely to have some cost savings or parity with utility Basic Service**. We then offer two other rates:

- Opt Down: no additional renewable energy to maximize cost savings
- Opt Up Rate: 50% or 100% renewable energy to maximize climate impact

Regarding consumer protection, Good Energy's approach is to include consumer-focused terms that enable participants to leave the aggregation program at any time without penalty.

Education & Outreach Plan: During plan development we will present our education and outreach plan to the City and begin the process of customization. Good Energy and the City will revisit the education and outreach plan through the program development process to refine materials and methods, particularly as elements such as renewable energy content and supply price are known. Please see **Section 2.D Deliver Public Education Program** for our specific approach for the City of Fitchburg.

Draft & Public Review: Based on our meetings, Good Energy will prepare a draft plan for the design team to review. After incorporating desired changes, the draft plan will be made available for public comment and at least one public hearing held. After synthesizing the comments, Good Energy will work with the design team to amend the plan, if needed. The plan will then be finalized for approval by City Council then submitted for review by the DPU. The plan will address all elements listed in the RFP as required.

Note: Aggregation plans are typically written broadly to enable the program flexibility in implementation. The plan needs to set up sufficient structures to **enable** all of the specifics that

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the program wants to accomplish; however, it does not need to **list** all those specifics. An example might be that the plan allows for the aggregation to collect a fee to support clean energy. Exactly how that fee is used can be determined later and, further, may change over time. As a result, discussions of some specifics may be more appropriate to happen after submission of the plan to DPU .

2.B Secure Approval of Plan

Through our existing 40 active aggregations in Massachusetts, Good Energy has developed excellent relationships with the Department of Energy Resources (DOER) and Department of Public Utilities (DPU). Scott Mueller, Esq., has led the submission and approval process for all of Good Energy's Massachusetts cities and towns, and would do so for the City of Fitchburg. Mr. Mueller will also work closely with John O'Rourke, who has expert knowledge for the Department of Public Utilities (DPU) and Unitil requirements, such as DPU's Rules Governing the Restructuring the Electric Industry (220 CMR 11.00).

We have demonstrated success at securing approval for all 40 of our active aggregations, and our collaborative approach has enabled us to set records for fast approval times. For example, with our 23 municipality SRPEDD group, we secured approval in an average of 2.5 months. This is especially notable considering that these plans introduced a new plan element - cooperative bidding across aggregations - that DPU had never before contemplated. To accomplish this, Good Energy met with DPU and other stakeholders ahead of plan submittal to introduce the idea, gather feedback and modify our approach accordingly.

Good Energy has already identified a potential issue of concern related to the approval of the City's aggregation plan: the impact on Unitil Basic Service. Of the four municipalities in Unitil territory, only Fitchburg and Townsend have not yet aggregated. Fitchburg represents 82% of the population of the remaining two towns, and as a result the departure of most Fitchburg residents could have implications for Basic Service pricing. Indeed, in recent municipal aggregation proceedings, the Department of Public Utilities, the Attorney General and distribution utilities have raised concerns regarding the potential detrimental impacts of aggregations upon remaining Basic Service customers. They highlight the potential need to include a risk premium in Basic Service to account for potential large scale migration to aggregation. We have worked with the Attorney General and distribution utilities on behalf of other municipalities in Massachusetts to address these concerns. **To mitigate the stakeholder concerns about Basic Service, we have proposed in other municipalities to coordinate the launch of the aggregation program with the distribution utility's solicitation for Basic Service supply.** We recommend taking a similarly proactive approach and discussing the issue with the Attorney General and Until when developing the Fitchburg aggregation plan.

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Mr. Mueller will leverage his excellent relationship with Unitil, where he worked as counsel for over 20 years, to proactively identify and address concerns from the utility before submitting the plan to DPU. Such collaboration, combined with our team's expert experience and our consultative approach to introducing new ideas to regulators (e.g. group procurement), will facilitate the most efficient approval process possible.

2.C Provide Broker Services

2.C.i Develop Supplier RFP

Good Energy will develop, for review and approval by the City, a supplier RFP for all electricity and renewable energy required to meet the State's Renewable Portfolio Standard.

Our first step is to prepare the load data for the RFP. To do this, Good Energy reviews account level detail to identify anomalies in usage and capacity tags. We then follow up with the distribution utility to investigate. Often they will confirm data errors with capacity tags or confirm that accounts with zero usage for multiple months are, in fact, no longer active. We also scrub for address data, as occasionally the utility pulls in accounts that are not actually in a municipality's boundaries. Finally, we identify any particularly large commercial users. If they are large enough, suppliers may view the aggregation with more risk, as the departure of that single company could have a large impact on total volume. As a result, we will routinely contact these over-sized businesses to see if either they would be better served in the competitive market or if they would prefer to stay in the aggregation. This process allows Good Energy to provide the cleanest, most reliable data set possible to the suppliers. **Suppliers have come to expect this level of quality from Good Energy and, as a result, minimize their risk premium for our projects.**

Simultaneously, Good Energy will begin customizing our RFP template, developed for the Massachusetts market and tested and improved with each of our supply and renewal contracts. It includes minimum qualification criteria, estimated load and account descriptions, enumerates all services needed, a copy of the standard contract to be used delineating term of service, a non-collusion statement and selection criteria. We will make recommendations to customize this based on the City's goals and preferences and/or show where the City's goals and preferences are already being met by the RFP. This is a consultative process, and Good Energy will facilitate the City's decision making process with expert advice and supporting data. We will include these items and look forward to helping the City finalize specific metrics in each evaluation criteria category. Ultimately, the RFP released will meet the City's needs.

The quality of the supplier is integral to the success of the program, and this will manifest in the RFP in both minimum qualifications and evaluation criteria. Below are elements we highlight for inclusion and discussion:

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Proven Track Record Suppliers seeking to bid must demonstrate expertise and we recommend a minimum of a three-year track record in servicing high-account volume aggregation programs. We will not accept bids from suppliers that do not have a proven track record of serving aggregations. The exact volume of those aggregations should impact the evaluation, preferencing those with track records of dealing with similar volumes to the City of Fitchburg.

Demonstrated Operational Excellence Our RFP will include financial, professional, legal and customer service standards. Their ability to meet and exceed these standards will be vetted through documentation provided by the suppliers as well as references. Operational excellence is as important as price when it comes to qualification criteria for suppliers.

Regulatory Event History Related to operational excellence, Good Energy will evaluate each supplier's history of making requests for prices changes based on changes in law (i.e., regulatory events). Such changes speak to higher levels of risk from a supplier, particularly that it does not carry out sufficient due diligence when bidding rates. Good Energy includes the strongest protections in our supply contracts in order to prevent pass-through costs of any kind, including changes-in-law.

Other Areas Good Energy will work with the City and its respective attorneys to review and approve all terms and conditions for each supplier's contract. To be decided through consultation with the City, Good Energy and the DPU, key areas of the essential provisions will include the following:

- Universal access
- Program flexibility, including no price cap restrictions or penalties as it relates to enrollment numbers increasing or decreasing
- Ease of movement – move-ins/move-outs
- Single billing through Unitil, its successors or assigns
- Fixed price guarantees
- No early termination fees

Good Energy's RFPs also will solicit rates for multiple term lengths from each supplier, providing the City a range of options from which to choose.

2.C.ii Manage Supplier Procurement & Negotiate Supply Contract

Good Energy will provide all technical and legal services during procurement and negotiation with prospective suppliers. As enumerated above, no contract shall allow pass-through costs without

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the express written consent of the City. Good Energy will ensure the City's legal counsel reviews any and all contract language before finalization.

Good Energy will provide expert consultation to the City to evaluate bids received. While Good Energy will make a recommendation, our goal is to thoroughly educate City officials to make their own informed decision about whether to move forward and with which rate. City officials will thus be fortified with an understanding of the relative value in the price for both the traditional energy and renewable energy while gaining a considered view on the most strategically appropriate contract term given the City's broader goals.

Leading up to a bid day, Good Energy provides City officials with several pre-bid meetings in order to explain current market fundamentals in detail with a focus on:

- Capacity
- Wholesale markets
- Renewables
- Unique market variables
- Basic Service pricing

In these meetings, we seek to convey 1) what we know about past trends, 2) what we know about future conditions and 3) what remains variable in the future. As a result, ahead of bid day, we will collaboratively develop expected rate ranges that would be acceptable to meet the City's goals and risk tolerance. This facilitates efficient decision making on bid-day, which is important so that suppliers do not include extra margin for the risk of holding the price. The City can expect that on bid-day, pricing will be delivered within a 15 minute window and, if the City decides to move forward, the contract will need to be signed within a 90 minute window. While this may sound quick, Good Energy's successful track record reflects our ability to effectively execute this process.

A key part of this preparation for bid day is securing indicative prices from qualified bidders and validating it. **Specifically, Good Energy seeks to validate that the all-in price of a supplier is comprised of accurate components.** We do not want to accept a low bid if the supplier has incorrectly priced it, which could lead to their own financial insolvency. As previously mentioned, our rigorous minimum qualifications for bidding are the first step to addressing this. Prior to bid day, we will also develop estimates for fair prices for portions of the bid, such as those related to capacity costs and meeting the Renewable Portfolio Standard - both now and in future years. Sustainable Energy Advantage (SEA) is a long-time partner for Good Energy in Massachusetts, with Tom Michelman of SEA team having carried out extensive modeling of the MA Class I REC, SREC I, SREC II prices. Good Energy also has subscription services for power prices across the various Massachusetts load zones. We require bidders to break out all of the aforementioned components. With the indicative prices, we will identify if there are any anomalies with certain

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components and, if there are, we will follow up with bidders to address. As a result, going into bid day, we know we have qualified bidders and have confidence that they have all taken appropriate factors into account for each component. With final bids, Good Energy still analyzes each component to confirm there are no pricing issues.

Regarding Basic Service projections, Good Energy also works with SEA's Tom Michelman, who has conducted numerous analysis of Basic Service in the state. In terms of assessing Unitil's Basic Service future costs, it is comprised of three parts, and the following reflects what we know about those going forward:

- **Retail Service Supply cost** is by far the largest component and is heavily influenced by the wholesale price of electricity which itself is a function of the price of the corresponding fuels used to generate electricity, such as natural gas and oil. Future prices for these commodities serve as a proxy for electricity prices in the region. Capacity prices are also a large factor in providing retail service, and are known three years out.
- **Renewable Portfolio Standards (RPS) Compliance costs.** Team member SEA is the market leader analyzing and forecasting MA Class I, MA SREC I and MA SREC II markets, including price forecasting. These three RPSs make most of the RPS compliance costs. SEA also is knowledgeable of the MA RPSs and includes them in forecasts of aggregate RPS compliance costs that are part of basic service.
- **Administrative Costs** can be reasonably estimated at least a year in advance by the Good Energy team by reviewing and analyzing Unitil's regulatory filings.

As highlighted previously, the departure of most Fitchburg account holders from Basic Service could impact Basic Service prices, and in response Unitil may change its current six-month procurement strategy. Possibilities include switching to purchasing electricity off of the spot market and sourcing renewables exclusively from their existing long-term renewable contracts; Unitil would likely translate these costs to fixed prices for Basic Service and true-ing up the costs in following periods through a reconciliation accounting process. As you can see, having an understanding of how Unitil may change their Basic Service procurement process would be vital for the consultant to properly advise the City on its own rate selection. Our strong relationships with Unitil from our legal counsel Mr. Mueller and our top-rate market analysis from SEA will enable us to provide the City with the most clarity possible on direction of Unitil Basic Service pricing.

By evaluating all these various components and underlying data, Good Energy, is able to go to bid when conditions are favorable and, more importantly, advise restraint when conditions are unfavorable. After all, flexibility around both procurement timing and term length are the core advantages of an aggregation program, compared to the fixed schedule of Basic Service procurement.

2.C.iii Manage Procurements for Replacement Supply Contracts

Good Energy will monitor the market regularly during the term of the supply contract and will manage procurement of replacement contracts. Given the large number of municipal aggregations we serve, as well as commercial and industrial customers served by our other Good Energy staff, we have our finger on the pulse of energy trends at all times.

Good Energy's process ramps up about 12 months before a supply contract expires. This year-long period provides multiple market windows to procure, minimizing the risk of being "cornered" into possibly unfavorable market conditions in the months just before contract expiration. Good Energy begins by updating and monitoring future market forecasts specific to our client's load attributes and sourcing indicative pricing from national suppliers. We look to secure as much information as possible to put rates in context for our clients in terms of 1) past known prices, 2) future market certainties and 3) future market variables. Just as with the initial supply contract procurement, Good Energy strives to educate our clients so that they are empowered to make an informed decision on bid day - be it to accept a bid or to reject and re-bid later. Often, Good Energy is able to secure a competitive offer nine months ahead of the supply contract end date. Bidding ahead of time also allows time to market the community with information about the upcoming change in pricing and renewable attributes.

2.C.iv Manage Other Procurements Related to Renewable Energy

Good Energy will manage all procurements to execute the City's desired strategies to support renewable energy, whether they be through additional MA Class I REC purchases or through direct investment and other strategies. We discuss our recommended approach and alternatives to supporting renewable energy in **Section 3.G.** along with details on direct investment and other strategies. **Note: renewables used to meet the Renewable Portfolio Standard are included in the supplier bid.**

2.D Deliver Public Education Program

The aggregation plan development process referenced in **Section 2.A Develop Aggregation Plan** is intended to allow the City to identify the methods, mediums and channels of outreach necessary to properly notify the general public, and, specifically, frontline communities of program launch. We will develop drafts of all materials while the plan is under review by DPU and as we move closer to launch, we will refine drafts. This way, once we have finalized the rates, we will be ready almost immediately to print, mail, post, etc.

Below, Good Energy includes a suggestion for types of public education for consideration by the design team, based on our experience with existing aggregation programs. We look forward to refining these based on consultation with the City.

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Implementation Team

Good Energy staff member John O'Rourke will be the City's primary point of contact for education and outreach. He will coordinate internal assets at Good Energy for design of all materials, presentations and media. He will also activate Slowey McManus Communications for assistance with press toolkits, editorial boards, and other mainstream media. Good Energy has years of experience communicating with the municipal leaders and the public about aggregation programs. That experience, combined with our partnership with Slowey McManus Communications, has made for highly effective implementation with our Massachusetts clients.

Support for Diverse Cultures & Languages

Good Energy will ensure that during the plan development process, we get direction from the design team on the necessary multicultural and multilingual materials that should be created for the public education process. Printed materials will receive proper translation from a source that can review cultural context as part of translation. At a minimum we expect to translate all materials to Spanish, which was spoken by about 15% of the Fitchburg population as of the latest census. It appears there may be other Asia-Pacific language groups that would be worthwhile for translation as well. For videos, Good Energy expects to make mult-lingual subtitle translations available.

Outreach Overview

Good Energy will develop a program website as early as desired by the City. We recommend that the website be developed shortly after the selection of a consultant, and that the City then use the website to update the community on program status and next steps, opportunities to engage with the program development, and to store public documents.

During plan development, Good Energy envisions working primarily with the design team and then soliciting broader public input through required two-week comment period and public hearing. Good Energy will assist with publicizing the hearing and comment period through a variety of media.

While the aggregation plan awaits regulatory approval, Good Energy has found it most effective to prepare all materials and messaging for the upcoming public education campaign. This includes preparing City staff that may receive phone calls or that will interact with the media. Doing so enables us to launch the education process as soon as is practical after plan approval.

We suggest that the education and outreach effort ramp up six to eight weeks prior to program launch, meaning it starts shortly after the supply RFP and runs through the end of the opt-out period. We have typically found that starting a more exhaustive outreach approach too early is likely to result in diminishing returns, as memories and "buzz" are short. Since the opt-out period starts about four weeks (30 days) before program launch, a six to eight week outreach campaign has the benefit of building awareness of the program ahead of the opt-out notice. This can improve

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the likelihood that residents will effectively use the notice or program website to ensure their desired level of program participation (i.e. opt-out, default rate or an optional rate).

Throughout the plan development, Good Energy recommends providing regular updates to the City Council as program milestones are achieved, and providing advance notice of any outreach that their constituents may receive. We suggest a similar approach for the State representatives that cover the City as well. Good Energy will make sure to have a dedicated phone number for residents and businesses to call with questions.

Proposed Awareness Building Mechanisms

The following sample awareness building mechanisms were developed for the City of Fitchburg:

All eligible customers must be reached in order to provide them the opportunity to opt-out.

Post-Card Sent prior to opt-out letter. Establishes that there is City-sponsored electricity program and increases the likelihood that recipient engages with more detailed opt-out letter.

Opt-Out Letter Required by statute to be mailed to all eligible accounts. Will explain program, provide all program rates and compare to Unitil rates. Enables opt-out by returning the postage-paid form. Sent at least 36 days prior to program launch.

In-person meetings enable deeper engagement with residents and businesses on the program and are a useful source of feedback.

Targeted Group Meetings Some communities may be particularly vulnerable to predatory electricity offers or more likely than others to need help understanding the program. These could include elderly, populations that speak English as a second language, and lower income residents. To ensure that these communities have the opportunity to hear and be heard regarding the program, we propose to meet with these groups throughout the public engagement process and will look to the design team for guidance on frequency and content.

City Council Community Meetings We can present to Fitchburg City Council as needed. As the Council authorized aggregation with a **unanimous** vote, we can also present at or provide materials for community meetings that Councilors have with their constituents.

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Neighborhood Association Group Meetings We can connect with neighborhood associations to see if we could participate in an upcoming meeting or offer to host a dedicated event.

Example associations include:

- The United Neighbors of Fitchburg
- Elm Street Neighborhood Association
- Fitchburg Greenway Committee
- NextDoor.com neighborhood community groups: Bartley, Nolan, Burnap & Ellis, Cleghorn, Coolidge, Howarth Park, Near Coggshall
- Park, North of Main, Oak Ridge, Roosevelt, Summer St, Upper Westminster Hill, Victoria Ln, West Fitchburg, etc.

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

Placing paid- and free- advertising materials can promote broad awareness of the program and drive traffic to the website where one can learn more and find opportunities to engage with the program.

Flyers for Supportive Groups Many groups may have a natural interest in promoting awareness about the program, and Good Energy can provide them with electronic and hard-copy materials with reference information for the program.

Example groups include: Citizens Climate Lobby (North Central-Fitchburg Chapter), Fitchburg Energy Commission, Friends of Coggshall Park, and Fitchburg State University Sustainability Advisory Committee

Water Bill Inserts Inserts in water bills can be effective at reaching property owners, although it likely will not reach renters this way.

Montachusett Regional Transit Authority Ads Advertising on public busses or at transportation stops can be highly effective awareness building, and can be targeted for specific geographies based on route or stop.

Traditional and social media platforms are vital to engage and monitor, both to build awareness and to help the City minimize misinformation about the program. Our goals with these efforts is to

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frame understanding of the benefits of the program and reinforce through a set of clear, consistent, and easy-to-understand talking points.

Fitchburg Sentinel & Enterprise As the City's dominant news outlet, the *Sentinel and Enterprise* will be especially important in the dissemination of accurate and timely information about the aggregation program. As part of this targeted outreach to the paper, we will seek a meeting with the editorial board to provide detailed information about the program and establish a good foundation for continued dialogue over the course of the contract.

Radio, TV & Other Papers We will also reach out to local radio stations, TV channel and other papers to cover the dominant language groups and the diverse ways that many obtain their news. We can provide press releases as well as prepare City staff for interviews with a "media toolkit".

Examples include:

- **Radio:** 105.3 WPKZ Radio, 91.3 WXPL Radio,
- **TV:** FATV Access Television,
- **Magazines:** Contact Magazine, The Point
- **Newspapers:** The Worcester Telegram, Leominster Champion, News Break Fitchburg

Social Media We will boost all traditional media coverage on social media platforms, with the goal of driving traffic to the city's dedicated website.

In concert with the City's communication leads, we will develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media as often. We will draft content and graphics to accompany the posts, to be made by City staff.

We will closely monitor various channels including Facebook, Twitter, Reddit and NextDoor for relevant conversations and questions about the program. We will work with the City to draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the Fitchburg community.

We will also identify key social media influencers in Fitchburg, including lawmakers, advocates and reporters. We will develop a spreadsheet of their social media handles/accounts and reach out to them to keep them informed about the aggregation program.

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Once the program is launched, Good Energy will use the outreach mechanisms listed above to conduct ongoing public education around program updates, successes, strategy changes, etc. as needed by the City.

2.E Provide On-Going Customer Support

Good Energy is seeking to build a long-term relationship with the City through this program and customer support is critical during program operation.

2.E.i On-going Customer Support

Good Energy will develop and maintain a website for the City's program. The website can be created as subdomain as part of the City's site so that it has a governmental web address rather than a .com (see cce.somervillema.gov as an example). The website will facilitate changing rates, enrolling, opt-ing out and submitting questions via web-form and will provide contact numbers to do the same via phone. **Good Energy will make sure to have a dedicated phone number for residents and businesses to call with questions. Any email or phone inquiries will be answered within 24 hours.** The website will also have all necessary program information on rates, and will provide education about electricity choice, aggregation, and renewable energy.

Good Energy will require the supplier to allow opt-out at any time without charge. The website and phone number will facilitate easy access to this option. Good Energy will ensure that participants that opt-out have full understanding that they will return to Utilil Basic Service and when that will occur.

Good Energy requests monthly data updates from the winning supplier. This includes, but is not limited to, initial enrollments, account additions/deletions, and periodic savings analyzes. Good Energy has perfected a process we have coined "perpetual opt-out." Good Energy queries the utility for its current service account list on a regular basis and compares this against a list of current accounts participating in the aggregation. Through this process, Good Energy identifies new accounts (i.e., residents that have moved into the municipality or have recently come off a Competitive Supplier), and if eligible, send them opt-out letters providing them with the option to enroll in the aggregation. Universal access to the program and the ability to enter and exit the program easily are key.

2.E.ii Supplier Oversight

Our very good long-standing working relationships with competitive suppliers and their desire to serve Good Energy aggregations motivate them to strictly comply with all contract terms and conditions. Good Energy will monitor monthly data transfers for any discrepancies that may highlight issues with the contract; will regularly assess customer feedback from webforms and

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call centers as it relates to the supplier’s responsibilities; and will perform our own regular due diligence on contract compliance. This includes test calls to the supplier’s own call center support to evaluate them.

Good Energy will participate in any and all negotiations needed with competitive suppliers. Good Energy resolves minor deviations in contract terms professionally and quickly, typically without the need for negotiations. For any larger problems that should arise, our legal counsel Scott Mueller will be able to lead negotiations, aided by content expertise from Philip Carr and Stefano Loretto.

2.E.iii Reporting to City

While other consultants may simply provide written reports, Good Energy will provide the City access to a **cloud-based data portal** for access to all program data (See Figure 1 next page). With the data portal, the City can filter data by customer class, aggregation rate and time period to see statistics such as net saving (or loss), additional renewable energy purchased, total usage, enrollments, and more. It also provides the option to download all data and manipulate in spreadsheet form.

Any data not provided via the portal can be delivered to the City via written report as needed, such as summary of questions and responses from account holders.



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Figure 1. Good Energy Data Portal. For a full overview, Good Energy can provide a live demo.

2.E.iv Market Monitoring for Renewal Contracts & Policy Changes

Good Energy addresses our market monitoring for renewals **in Section 2.C.iii Manage Procurements for Replacement Supply Contracts.**

On the regulatory and policy front, Good Energy will continually review the regulatory landscape to gain knowledge of changes in law or regulation that may impact our municipal electricity aggregation programs. Scott Mueller, Esq. Good Energy Massachusetts Legal Counsel, is particularly vigilant in matters of law or regulatory changes.

3. Technical Proposal Requirements

3.A Personnel

Key project personnel are listed below with project responsibilities. Resumes are found in **Addendum #2**. All personnel are Good Energy staff unless otherwise noted. Percentage of time will vary depending on project phase. We have endeavored to describe each person's involvement as clearly as possible.

Phil Carr

Mr. Carr oversees the Good Energy New England team, setting strategy and managing all partnerships. Mr. Carr will mobilize the Good Energy team to meet and exceed the City's expectations, and he will actively participate in every stage of the program development and implementation. Over the past five years, Mr. Carr has led the launch and renewals of all Massachusetts aggregation programs. He also participated in the development of over 100 aggregation programs in Illinois.

John P. O'Rourke

Mr. O'Rourke will coordinate day-to-day management of Good Energy's service delivery and, together with Mr. Roche, he will be a main point of contact for the City. He will directly oversee aggregation plan development, education and outreach and on-going management. He will also coordinate Good Energy's graphics and design staff and the involvement of Slowey McManus for communications. Mr. O'Rourke will leverage his years of experience drafting and managing aggregation plans at Good Energy, as well as overseeing power supply as Director at energy supply at Hampshire Power. Among many current civic roles, Mr. O'Rourke serves on the Board of Directors of the Massachusetts Municipal Association (MMA) and is Chairman of the Board of Selectmen for Conway, MA. He also served in the U.S. Marine Corps, achieving the rank of Captain.

Patrick Roche

Together with Mr. O'Rourke, Mr. Roche will be a main point of contact for the City. He will lead all clean energy efforts, including activating partners Sustainable Energy Advantage and Green Energy Consumers Alliance, as needed. Mr. Roche most recently served as Assistant Director of Clean Energy at MAPC, where he led the agency's green aggregation program for five years. In partnership with the City of Melrose, he drafted the first green aggregation Request for Proposals and subsequently recruited over 15 municipalities to launch green aggregations.

Stefano Loretto

Mr. Loretto will lead the electricity supply procurement process, including developing the competitive request for proposals and leading negotiations with suppliers. In addition, he will

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analyze customer load data to prepare for indicative pricing and bidding. Mr. Loretto will also act as the primary liaison to Until and suppliers and he will facilitate customer enrollment and transition. Mr. Loretto manages Good Energy's data and reporting systems, including the cloud-based data portal. He brings over 18 years of experience in electricity brokering in both commercial/industrial and municipal aggregations, and he has worked on all electricity procurements for Massachusetts clients.

Scott Mueller, Esq.

Mr. Mueller, of **Scott Mueller Law Office**, will lead all interaction with State agencies and regulatory bodies as it relates to aggregation plan development. He will manage discovery requests and responses to facilitate plan approval by the Department of Public Utilities and all regulatory compliance. Mr. Mueller is Good Energy's lead attorney for all Massachusetts aggregation programs, handling all plan approval and regulatory compliance for over 40 active aggregation. Mr. Mueller has extensive experience with electric and gas supply issues affecting the Fitchburg area. Prior to working with Good Energy, Mr. Mueller represented Fitchburg Gas and Electric Light Company (FG&E) and Until for over 20 years as regulatory and corporate counsel. He represented FG&E in the sale of its power supply portfolio as a result of electric industry restructuring, in the acquisition of electric supplies to serve basic service load, in the sale of its streetlight facilities to the City of Fitchburg and in multiple regulatory matters before the Department of Public Utilities.

Tom Michelman

Mr. Michelman will consult with Mr. Roche on all issues of renewable energy, including 1) performing market analyses of MA Class I REC pricing for consideration of bid timing and purchase volume, and 2) developing and procuring long-term contracts for power, RECs or net metering off-take / alternative on-bill credit agreements. Since 2013, he has led **Sustainable Energy Advantage's** solar market and distributed energy resources practice (DER) areas. This includes MA SREC I, SREC II and Class I REC market analysis and long-term price forecasting, as well as evaluation of long-term contracting. Mr. Michelman is an Massachusetts SMART program expert, and is currently managing Acton-Boxborough's cutting edge RFP soliciting solar with storage projects for a 20-year power purchase agreement for new net zero energy school.

Lisa Capone

Ms. Capone his will help craft messaging and content for mainstream media public education and outreach, such as new articles, press releases, and interviews (i.e. media toolkit). She will also lead social media monitoring and response efforts. Her firm **Slowey McManus Communications** is a longtime partner of Good Energy in Massachusetts. Ms. Capone brings over a decade of energy-focused communications experience. This includes working in the State Office of Energy & Environment as Assistant Secretary for Communication & Public Affairs She was also the Deputy and then Acting Director of the Green Communities Division at the Department of Energy

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Resources. Slowey McManus Principal Partner **Jim McManus** will support Ms. Capone with his extensive Massachusetts experience.

Larry Chretien

Mr. Chretien, as Executive Director of **Green Energy Consumers Alliance**, is involved with all aspects of the organization's REC contracting, pricing and strategy. Mr. Chretien will work provide MA Class I REC pricing, and participate in discussions on other strategies so support renewable energy, such as long-term contracting and the role the Green Energy Consumers Alliance could play for the City. He has been Executive Director for 18 years and formerly participated in the Energy Efficiency Advisory Council in Massachusetts. Mr. Chretien will involve **Kai Salem**, Policy Coordinator for Green Energy Consumers Alliance, as needed.

Charles de Casteja

Mr. de Casteja is the Managing Partner of Good Energy and oversees all off Good Energy's aggregation programs nationally. He also plays a vital role in cultivating supplier relationships for the company. Mr. de Casteja has been instrumental in bringing new suppliers into the New England market to bid on Good Energy's aggregations and he brings national perspective on trends and emerging opportunities and risks.

3.B References

City of Somerville, Oliver Sellers-Garcia, Director, Office of Sustainability and Environment

Address: 50 Evergreen Ave, Somerville, MA 02145
617-625-6600 x2106 | ogarcia@somervillema.gov
Utility: Eversource | Population: 81,000

In December 2015, the City of Somerville participated on the selection committee of the Metropolitan Area Planning Council's solicitation for a green aggregation consultant. The committee chose Good Energy and we worked with the City to develop its aggregation plan, secure approval, procure electricity and renewable energy and manage the public education and outreach. In May 2017, Good Energy conducted a competitive bid for the City and received qualified quotes from 3 national electricity suppliers. The City selected Dynegy Energy Services as the supplier for a term from July 2017 through December 2019. Good Energy ensured that Dynegy would incorporate 5% additional MA Class I RECs from Green Energy Consumers Alliance into the default rate of the program. The program also had an optional rate with no extra renewable energy and a rate with 100% extra renewable energy. In May 2019, Good Energy conducted a competitive bid for the City's renewal contract and again received quotes from 3 national electricity suppliers. The City selected Direct Energy Services as the supplier for a term

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from January 2020 through December 2022. In this contract, the City is doubling its amount of additional MA Class I RECs from Green Energy Consumers Alliance to 10% and held a recent press conference with the local chapter of Mothers Out Front to promote it (see video at: <https://youtu.be/nl1K894-Pf0>).

City of Melrose, Martha Grover, Energy Efficiency Manager, Office of Planning and Community Development

Address: 562 Main St, Melrose, MA 02176
781-979-4195 | mgrover@cityofmelrose.org
Utility: National Grid | Population: 28,000

In late 2014, the City of Melrose selected Good Energy to implement a green aggregation program focused on additionality, the first procurement to request this in the state. Good Energy worked with the City to develop its aggregation plan, secure approval, procure electricity and renewable energy and manage the public education and outreach. In November 2015, the City of Melrose accepted a competitive electricity supply bid for one (1) year starting in January 2016. Good Energy ensured the supplier incorporated 5% additional MA Class I RECs from Green Energy Consumers Alliance into the default rate of the program. The program also had an optional rate with no additional renewable energy and a rate with 100% additional renewable energy. Good Energy secured the City a six month extension through mid-2017 and the City then decided that it was in the best interests of its residents and businesses to return to Basic Service. The City intended this return to be temporary, as National Grid's Basic Service prices were artificially low due to an ability to blend capacity prices across eastern and western, MA control zones. Ms. Grover authored an explanatory article showing how the City views the program as a success, precisely because it put the interests of its citizens over simply perpetuating the program.¹ Note that the City saved money compared to Basic Service over the course of its entire 1.5 year program. Good Energy led the City of Melrose through the process to refile its aggregation plan with the Department of Public Utilities, and it held a competitive bid in March 2019 that resulted in the program re-launching in June 2019 with a fixed rate through November 2021 (NextEra Energy Services is supplier). The default rate includes 5% additional MA Class I RECs from Green Energy Consumers Alliance.

Town of Brookline, Mel Kleckner, Town Administrator

Address: 333 Washington St, Brookline, MA 02445
617-730-2200 | mkleckner@brooklinema.gov
Utility: Eversource | Population: 58,000

After being selected in late 2015 as the preferred consultant for the Metropolitan Area Planning Council (MAPC), Good Energy met with the Brookline Climate Action Committee to discuss

¹ <https://melrose.wickedlocal.com/news/20170628/melrose-community-electricity-aggregation-program-update>

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municipal aggregation and our partnership with MAPC. Brookline elected to join the MAPC program, pledging to include more new, local renewable energy into its default supply rate.

During 2016 the Massachusetts Good Energy Team worked very closely with the Brookline Climate Action Committee to develop their municipal aggregation plan, customize outreach and marketing materials and determine the amount of extra MA Class I RECs to include. Unlike most communities, Brookline had determined that they would be willing for the average resident on the default rate to pay slightly more than they would with Basic Service. This would allow them to purchase relatively more renewable energy, all things being equal.

With over 24,000 households, Brookline selected **Dynegy** as the supplier for a term from July 2017 through December 2019, with a default rate with 25% additional MA Class I RECs through Green Energy Consumers Alliance. Like all our green aggregations, the town offered an optional “Brookline Basic” with no additional renewable energy for those that wanted to maximize price savings. They also offered a 100% MA Class I “Brookline All Green” rate. Even with such a high additional amount of MA Class I RECs, Brookline has saved nearly \$2.9 million dollars over their first contract term.

Good Energy also secured a follow on contract for supply from January 2020 through December 2022 with Direct Energy Services.

Southeast Regional Planning & Economic Development District (SRPEDD), Ross Perry
Formerly: SRPEDD Director of Municipal Management

Currently: Sterling Town Administrator

Address: One Park Street, Sterling, MA 01564

978-422-8111 ext 2315 | erpjr@comcast.net

Utility: National Grid & Eversource

In August 2014, Ross Perry, Director of Municipal Management for the Southeast Regional Planning & Economic Development District (SRPEDD) issued a Request for Proposals for an aggregation consultant for 15 municipalities with over 140,000 households. In late September, a selection committee comprised of municipal representatives from Fall River, New Bedford, Rochester, Norton, Rehoboth, Swansea, Seekonk and Acushnet unanimously selected the Good Energy team. Working with Mr. Perry, Good Energy conducted an extensive education and outreach process to other municipal leaders in the SRPEDD region, leading to a total of 23 participating municipalities with over 200,000 households. This buying group is the largest aggregation group in Massachusetts and the second largest of its kind in the country.

Good Energy first worked to develop new aggregation plan language to allow all 23 municipalities to bid together even though there would be no formal agreements between them. After securing DPU approval for this novel approach, Good Energy conducted a competitive bid for electricity

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supply in November 2015. We received three qualified bids from national suppliers and the municipalities unanimously selected a contract with ConEd Solutions from January 2016 through December 2017. In April 2017, we conducted a competitive bid for a renewal electricity supply contract for 3 years starting in January 2018 and ending in January 2021.

Public outreach and education was a very important component of implementing a successful aggregation program for the SRPEDD group. The 23 municipalities are quite different, with some small, homogenous towns and much larger, diverse cities. Good Energy developed municipal-specific materials for each city and town. For example, New Bedford, with a population of 95,000, has large groups of Portugues, Puerto Rican, French, Cape Verdean and multiple Asian ethnicities, and about 23% of residents are below the poverty line. We created handouts in multiple languages; drafted an article for the New Bedford Guide; ran website banner ads and 30-second voice spots on local radio station WBSM; and provided Facebook posts. Examples of these are included in **Addendum #1**.

Town of Dracut, Elizabeth Ware, Community Development Director

Address: 62 Arlington St, Dracut, MA 01826

(978) 453-4557 | eware@dracutma.gov

Utility: National Grid | Population: 31,000

In 2016, as Good Energy was drafting aggregation plans for the municipalities in the Southeast Regional Planning & Economic Development District (SRPEDD), Good Energy recruited the Town of Dracut to join the buying group. Good Energy included Dracut into all of the planning and coordination meetings for the municipalities, which is especially notable given the distance between the SRPEDD region and Dracut.

After securing DPU approval for Dracut's aggregation plan, Good Energy included the Town in the group competitive bid for electricity supply in November 2015. We received three qualified bids from national suppliers and the municipalities unanimously selected a contract with ConEd Solutions from January 2016 through December 2017. In April 2017, we conducted a competitive bid for a renewal electricity supply contract for 3 years starting in January 2018 and ending in January 2021.

3.C Conflicts of Interest

Good Energy, L.P. does not currently have, nor has Good Energy, L.P. had in the past three years, any business, financial, personal or other relationships that would pose a conflict of interest.

3.D Savings Data for Aggregations

Good Energy operates 202 active municipal aggregation programs across Massachusetts, Illinois, New York and New Jersey for a total annual load of 6.6 million MWh. In Massachusetts we have 53 total clients and 40 active programs.

Table 1 on the next page shows all clients in Massachusetts that Good Energy is currently serving or has provided services to. It provides name, population, launch date, annual MWh load, savings by year and cumulative for each municipality. If a program has not launched we describe the status of the program's development. **All municipalities that have completed a contract term have saved money compared to Basic Service. Total savings is over \$65 million.**

[insert table on its own page]

3.E Validating Price Offers (See 2.C.ii)

See Section 2.C.ii Manage Supplier Procurement & Negotiate Supply Contract

3.F Evaluation of REC Products

The appropriate evaluation framework for Renewable Energy Credits (RECs) depends upon the City's goals. The City notes that it is looking to advance its sustainability goals. To do so, we would recommend purchasing RECs to support building new, local renewable energy and thereby accelerate the transition to clean energy and combat climate change. They City may also be interested in supporting (or avoiding) certain types of generation and in supporting local job growth in the clean energy sector. Below we address all three of these.

3.F.i Renewable Energy Impact Goals

Good Energy has performed analysis on the connection between purchases and impact on new renewable energy for our Massachusetts green aggregation clients relative to MA Class I RECs. Our approach to that analysis - and any other analysis of impact - is 1) to properly identify the impact pathway and uncertainties, 2) to qualitatively and quantitatively assess each step of that pathway and 3) to create defensible calculations of impact. The City's RFP asks about MA Class I RECs, SREC I & II and Green-E RECs, among others. The following is a brief summary of our assessment:

MA Class I RECs: In New England, state requirements for clean energy, such as Massachusetts's Renewable Portfolio Standard (RPS), have had a major role in driving the growth of renewable energy. The RPS has a minimum requirement for the amount of MA Class I RECs in each electricity supply, that requirement must be met to avoid a significant financial penalty (i.e. alternative compliance payment) and that requirement generally increases each year. As a result of the increasing requirements combined with a financial penalty, the RPS creates a strong financial incentive for new generation to be built. By voluntarily purchasing additional MA Class I RECs at scale, an aggregation effectively increases the total amount of MA Class I RECs required by the market, and strengthens the financial incentive to build more renewable energy in our region. As more aggregations adopt the same approach, the effect multiplies. In fact, **as shown by analysis from our team, the voluntary purchases from green aggregations are expected to represent a full 10% of the total MA Class I market by 2020.** Further, given the historical relationship between supply and demand for MA Class I RECs modeled by our team, we can see that a demand change of 10% does indeed appear to have a significant upward price impact. Good Energy has more detailed analysis of this issue to provide upon request.

SRECs: SRECs, like MA Class I RECs, are sold in a compliance market. However, the connection between purchasing additional SRECs and stimulating the growth of new

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renewables does not exist as it does in the MA Class I REC market. Due to the existence of the SMART program in Massachusetts, no new solar projects can become qualified to produce SRECs. As a result, even if there was a shortage of SRECs, no new projects can qualify to fill the void. Purchasing SRECs may be useful if you want to claim the use of solar power, but it will not be a good investment if you are focusing on impact.

Voluntary Market RECS (e.g. Green-E)

Most voluntary market RECs, of which Green-E is an example, come from regions that can support renewable energy development without the need for long term REC contracts. The projects are able to be financed, constructed and operated based on a long term contract for electricity alone. The value of RECs in voluntary markets reflects this. For example, Texas wind RECs trade for \$0.50-\$1 per MWh, whereas MA Class I RECs trade between \$10 and \$40 per REC.

3.F.ii Emissions Goals

Looking at the MA Class I REC market, a range of technologies types are eligible: solar, wind, small hydroelectric, anaerobic digestion, marine hydrokinetic and some types of biomass fuel. Biomass fuels, however, have considerable controversy over whether they truly are zero emission sources. This is due to the fuel used for harvesting, transportation and processing that can result in positive emissions of CO₂. Many clients prefer to source their RECs only from:

- True zero emission sources, such as solar, wind, low impact hydro²; and/or
- Sources that destroy methane, such as anaerobic digestion. Methane has a global warming potential (GWP) 28-36 times greater than CO₂ over a 100 year period.³ Combustion destroys methane and releases some CO₂, resulting in a net reduction in GWP.

Through our partnership with Green Energy Consumers Alliance, we source only additional MA Class I RECs that meet those two criteria above.

3.F.iii Local Source Goals

While MA Class I RECs can come from New England or adjacent parts of Canada and New York, many of our clients desire to help support the local clean energy economy as close to home as possible. Green Energy Consumers Alliance exclusively sources its extra renewable energy from within New England. **For our existing green aggregations, over half the extra MA Class I RECs come from Massachusetts or Rhode Island.**

² Hydro projects that do not exceed 30 MW built after 1997 or have capacity additions or efficiency improvements made after 1997 (MA Class I eligible), and Low Impact Hydro Institute (LIHI) certified.

³ <https://www.epa.gov/ghgemissions/understanding-global-warming-potentials>

3.G Strategies to Support New Renewable Energy

We are excited that many of our current and prospective clients seek to help build new clean energy resources, above and beyond what would have otherwise occurred. By adding new, clean generation to the grid, we will help displace fossil fuels and reduce GHG emissions.

3.G.i Rate Structure

One of the main decisions about your renewable energy strategy is whether or not you will use the default rate to support new renewable energy. As mentioned previously, some of our aggregations support renewable energy **solely** through optional 'opt-up' rates to 50% of 100% renewable energy. One or more opt-up rates helps expand choice, and Good Energy is skilled at leading robust campaigns to encourage opt ups. With a successful opt up campaign, these programs can result in a significant additional purchase of renewable energy, above and beyond the State requirements.

In our active programs, participation in the default rate averages above 90% compared to any optional rates the program offers - the default rate simply has tremendous buying power. Therefore, to have the largest positive impact supporting renewable energy, Good Energy recommends including **some** extra renewable energy in the default rate. We call these "green aggregations" and the following describes their typical rate structure:

Default Includes more new, local renewable energy than required by law. It could also include **other forms of support for renewable energy or City staff (i.e. adder fees)**. Generally designed for **cost savings or parity** with utility supply rates. The small additional charges add up to a big impact across the entire aggregation.

Opt Down Includes **only the minimum renewable energy required by law, maximizing potential savings**. Allows residents and businesses to still benefit from price stability and buying power of aggregation.

Opt Up Includes 100% more new, local renewable energy than required by law. Some communities also add a 50% option.

These green aggregations do not necessarily require you pay a premium compared to Basic Service. Good Energy has a very successful track record of securing default rates for green aggregations that still have savings compared to utility Basic Service: all of our green aggregations have saved money over the contract term compared to Basic Service.

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Starting in January 2020, the majority of our green aggregations will have 10% additional MA Class I RECs in their default rate. We typically suggest 5% as a good starting point, but even a lower percentage in the default would still amount to a meaningful purchase.

Good Energy looks forward to working with the City of Fitchburg to explore whether and how it would like to use its default rate to support renewable energy.

3.G.ii Mechanisms to Support New Renewable Energy

Good Energy has a range of offerings for the City to support renewable energy that can be incorporated into both default and/or opt up rates. Good Energy suggests that support for renewables can be viewed along a continuum, as shown in Figure 2. It provides a framework to compare how strongly certain strategies connect your actions to the desired outcome: new renewable energy. Ideally, the connections is as strong as possible.

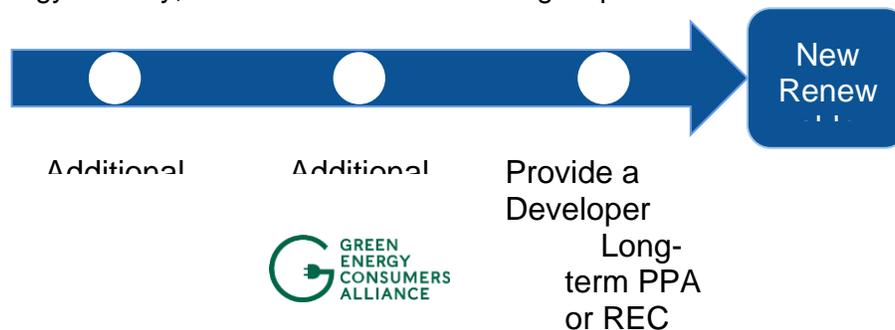


Figure 2 Continuum of Additionality

As Shown in Figure 2, buying MA Class I RECs through the Green Energy Consumers Alliance makes your connection to impact stronger than buying off the open market. Below we explain why this is the case. As Figure 2 also shows, the strongest connection possible is for the aggregation to connect directly with a developer - through long term contracts, site access or financing.

Why Green Energy Consumers Alliance?

In Massachusetts, Good Energy has sourced all the additional MA Class I RECs through Green Energy Consumers Alliance, a non-profit that has helped Rhode Island and Massachusetts consumers purchase local renewable energy for decades. Green Energy Consumers Alliance also has been a tireless policy advocate to strengthen clean energy laws in both states, and run innovative programs to support electric vehicles, heat pumps, solar and energy efficiency.

In **Section 2.F** we explained the connection between action and impact for MA Class I RECs in general. Purchasing additional MA Class I RECs through Green Energy Consumers Alliance has a stronger additionality impact compared to just purchasing off the open market. This is because Green Energy Consumers Alliance plays a unique role in that it allows short term buyers (like the

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1 to 3 year aggregation contracts) to participate in the long-term contracts that help bring renewable energy projects to life. It does this in two ways:

Existing Long-term Contracts Roughly half of all MA Class I RECs provided by Green Energy Consumers Alliance to our green aggregations since 2016 have come from long-term REC contracts signed with project developers. In RI these include Coventry Wind Farm. In MA, they include Hull 1 wind turbine, in Hull; Future Generation Wind Farm in Plymouth; Scituate Wind in Scituate; and Ipswich Wind in Ipswich. Green Energy Consumers Alliance helped bring these projects to life, taking financial risk by contracting prior to project construction and then doing the hard work of finding individual buyers for RECs to voluntarily retire. As one of those buyers, the aggregation becomes part of the chain of impact for that specific project.

New Long-term Contracts Green Energy Consumers Alliance is leveraging demand from aggregations to sign new long-term contracts. In 2018, the organization signed 10-year REC agreements for new landfill solar in Johnston and North Providence, RI totalling 6.4 MW DC. The demand from current and future green aggregations were a major reason for Green Energy Consumers Alliance to sign these contracts:

“Faced with demand from the communities in our book, plus growth coming from new communities in queue at the Mass. Department of Public Utilities, plus the prospect of serving communities in Rhode Island, we decided to enter into two more long-term contracts in 2018.”

- Green Energy Consumer Alliance, from “The Renewable Energy We Brought to Towns”

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The bottom line: by purchasing additional MA Class I RECs through Green Energy Consumers Alliance, an aggregation has a stronger connection to helping specific, identifiable clean energy projects come to life.



How to Connect Developer to Specific Project Figure X North Providence Landfill Solar Supported **with a Support a**

Good Energy’s strategies are organized based on the way in which they specifically help a new project move forward. Ownership, of course, covers all ways to move a project forward. The others typically support one critical element a project needs to move forward.

Some strategies refer to an adder fee - this is a fee captured as part of the supply rate that can be used to support specific renewable energy projects. Adder fees are allowed by the Department of Public Utilities. If collected, an adder fee could be designated to a revolving fund within the City or another type of escrow account set up by Good Energy in order to keep the revenue from the adder fee separate from other City budgets.

If an adder fee is not used, the City must provide something else to help a project move forward. That could be providing physical space for a project or it might be effectively co-signing (i.e. backstop) for a long-term contract.

Ownership **How it Supports a New Project:** A project only proceeds because you, the owner, has paid for every aspect of it. This gives you sole credit for bringing a project to life, but it is also the most expensive - particularly because the City/aggregation would not benefit from federal tax incentives.

Strategy 1: Adder fee funds direct ownership of project.

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Long Term Contracts with a Developer **How it Supports a New Project:** A long term agreement with the developer to buy electricity (or net metering credits), typically for 10 to 20 years. It provides a developer a guaranteed source of revenue for the project which is generally a necessity to secure project financing.

Strategy 2: Adder fee funds long term contract between aggregation and developer.

Strategy 3: City provides financial backstop (co-signs) for long term contract between aggregation and a developer.

Strategy 4: City acts as an anchor tenant in long term contract with a community solar developer⁴, and aggregation members have opportunity to enroll in remainder of project and reap the savings.

- Option to focus recruitment or bill credits to **low-income customers**

Granting site access, through lease or sale **Why important:** Use of municipal or private rooftop or land, such as a landfill. Without this, the developer may not have a physical location to build their project.

Strategy 5: City makes available City owned/controlled land for a lease fee.

Providing Project Financing **How it Supports a New Project:** Developers rarely have funds (or desire) to finance their own projects. A bank typically provides the upfront capital to pay for development and construction of a renewable energy facility. Instead of a bank, the aggregation could provide the capital, possibly at lower rates.

Strategy 6: Fee funds debt financing to developer

To be truly additional, all strategies should be done in addition to the aggregation's Renewable Portfolio Standard requirements, not replacing them.

⁴ Community solar is available in the Unitil FG&E service territory under the SMART program. Currently the entire Unitil ~12.5 MWMW (> 25 kW project) cap is reserved. If SMART program is expanded (as is expected as proposed in the 400 MW review), the City and aggregation could play a part. If it is not expanded, we can make inquiries with project applicants who have allocated SMART capacity to see if they need offtakers for their project in order to acquire financing.

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All strategies except #4 Community Solar provide RECs to the aggregation, allowing it to reduce the GHG emissions for which it is responsible. Also, most strategies allow for the aggregation to contract for or take ownership of the power/net metering credits from new projects; however, it is generally not necessary.

If the aggregation does take ownership of the power/net metering credits, Good Energy would recommend that the aggregation sell the net proceeds, either into the wholesale market or to an eligible net metering customer, and deposit the revenue into a revolving fund or escrow account. In this way, the aggregation creates another revenue stream that can augment any other funds raised via adder fee for additionality strategies.

All strategies are able to be combined with each other and with the additional MA Class I REC purchasing strategy. The only limiting factor when combining is the total extra cost per kWh, incurred either by additional REC purchases or adder fees, above and beyond what is required for Renewable Portfolio Standard compliance, **or by an adder fee to support City staff (which we recognize as a goal of the City).**

Good Energy and its partner, Sustainable Energy Advantage, have the expertise and experience necessary to facilitate all procurements necessary for the strategies above. We look forward to helping the City explore the options

Option to Utilize Green Energy Consumers Alliance for Contracting

While the City could contract directly with a developer, the City would bear some administrative and oversight responsibilities. The associated costs could be minimized by utilizing a third-party, such as Green Energy Consumers Alliance, to enter into a long-term contract with a developer on the aggregation's behalf. Green Energy Consumers Alliance signed the first long-term REC deals in New England with Hull 1 wind turbine in 2002, and has a long track record of executing and managing such contracts across wind, solar, and other renewable technologies. Additionally, working with Green Energy Consumers Alliance may impart other benefits, such as potentially faster contracting due to their experience and streamlined procedures.

3.G.iii Recommended Strategy for Supporting New Renewable Energy

Putting this all together, Good Energy typically recommends a two-part strategy. First, we start with a strategy that gives your aggregation a strong impact immediately, using an approach that we have implemented and tested thoroughly and that can be deployed at scale:

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- In the City’s first supply contract, include in the default rate an additional percentage of electricity from new, local renewable energy, sourced through Green Energy Consumers Alliance **primarily from projects in MA** Continuum Step 

Then, we help you evaluate, test and expand strategies that connect you more closely with a developer of specific projects:

- During the first supply contract:
 - Work with the Good Energy on exploring and developing the proposed strategies to connect with a developer;
 - Explore the merits and risks of each strategy while establishing the scale at which the City would like to integrate them;
 - Identify and select a preferred approach and build the required structures and processes to implement.Continuum Step 

3.H Additional Information about Good Energy

Data Portal: The City has asked for quarterly, written reports. Good Energy offers our data portal to the City, which provides data monthly on an interactive cloud-hosted and password-protected site. As described in **Section 2.E Manage & Monitor Aggregation**, it provides easy visualization of data and trends; facilitates segmentation by time period, customer class and rate type; and allows for user interaction to refine data and charts. Additionally, charts on the portal can be exported into PDFs and raw data can be exported for analysis off-line.

3.I. Outreach & Engagement (See 2.D)

See **Section 2.D Deliver Public Education Program**.

3.J Paper Mailings

For mass mailings such as the opt-out letter, Good Energy requires the supplier to have adequate capacity for printing and postage. Good Energy handles other mass mailings itself, such as the post-card ahead of the opt-out letter and other ad hoc mailings. For these, Good Energy has partnered with wisDM Direct Mail Solutions, a 50% woman-owned enterprise located in upstate New York. They have a Xerox Versant 180 color digital press in house so they can quickly provide customers with many direct mail projects without having to rely upon third party printers. As needed, we are open to looking at locally sourced printing.

Response to Request for Proposals

To mail to all eligible customers, Good Energy starts with a list of all eligible Basic Service customers and scrubs/prepares it as described in **2.C.i Develop Supplier RFP**. With closed accounts and other bad data removed, Good Energy then eliminates any unnecessary personal or account information prior to sending the data to the printer.

For mailing content, Good Energy endeavors to provide the same look and feel as other municipal mailings. For example, the recent mailer sent for the City of Somerville announcing its new rates was modeled after the City's annual Environmental Services Guide. Both mailers are tri-folds and use the same logos, fonts and colors on the address panel. Good Energy handles copywriting and design in-house, works with the City for feedback and revisions, then provides the final proof to the supplier for printing and mailing.

3.K Municipal Load Served

As shown in **Section 3.D**, Good Energy currently serves 2,458,346 MWh of annual municipal aggregation load in our 40 active aggregations in Massachusetts. Good Energy also services 12,194 MWh of annual municipal government building load in the Commercial & Industrial rate classes in Massachusetts outside of aggregation.

3.L Total Load Served

The sum of the annual loads referenced in Section 3.K for active municipal aggregations and other municipal loads in Massachusetts is 2,470,540 MWh.

3.M Active Aggregations in Massachusetts (See 3.D)

40 active aggregation in Massachusetts as shown in table in **Section 3.D**.

3.N Methodology to Recommend Supply Offers (See 2.C.ii)

Please see **Section 2.C.ii Manage Supplier Procurement & Negotiate Supply Contract**.

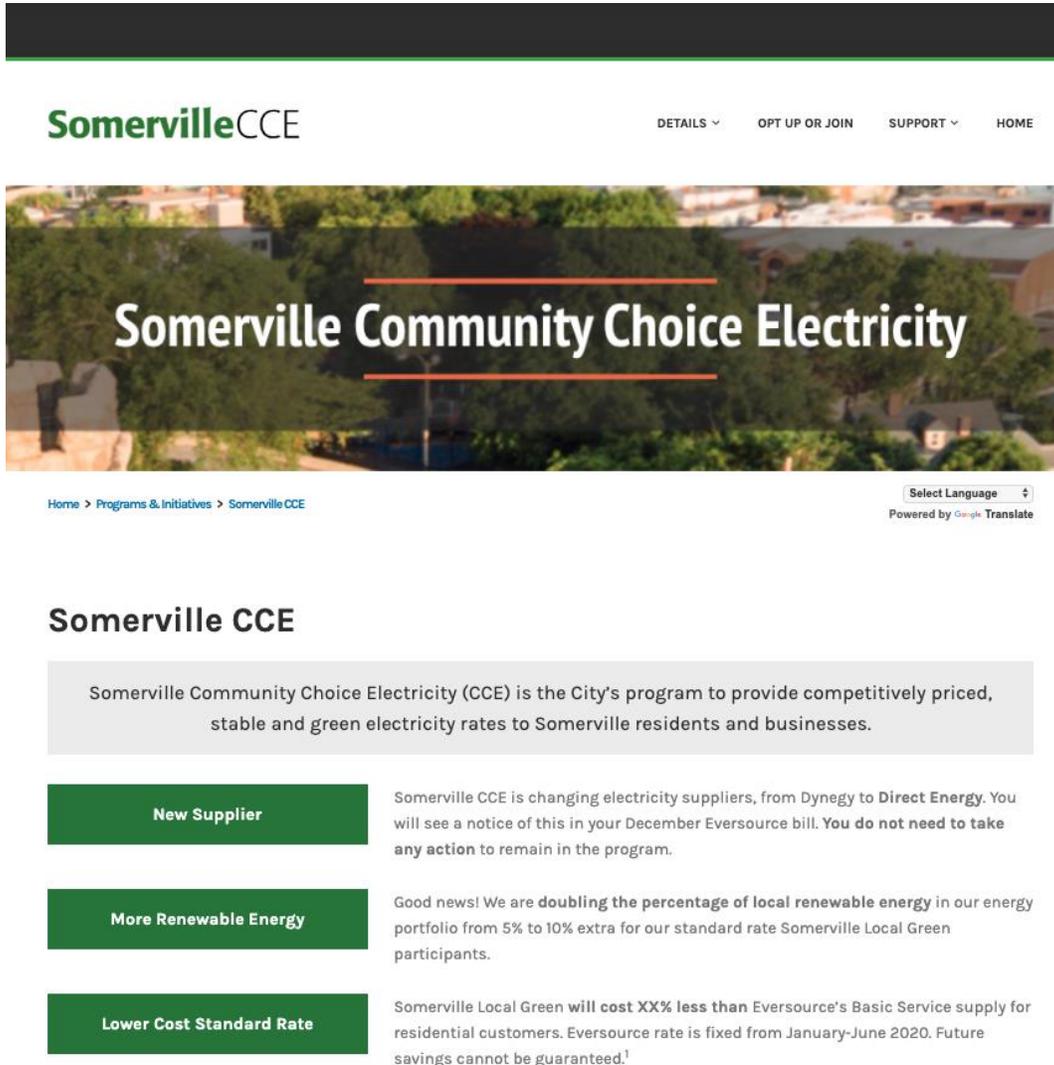
3.O Broker's License (Secured in 2014)

3.P Program Schedule

[insert Gantt chart]

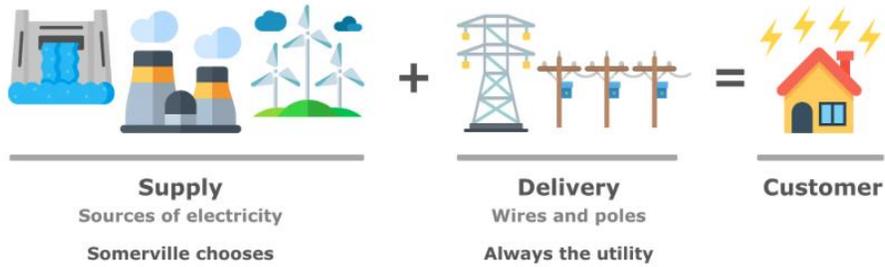
Addendum #1: Outreach Strategy Examples

Website: <https://cce.somervillema.gov/> - Good Energy hosted and maintained site, built to have the same look and feel as the City's site and linked as a subdomain to provide a .gov URL. We encourage you to visit and explore the site. Home page shown below.



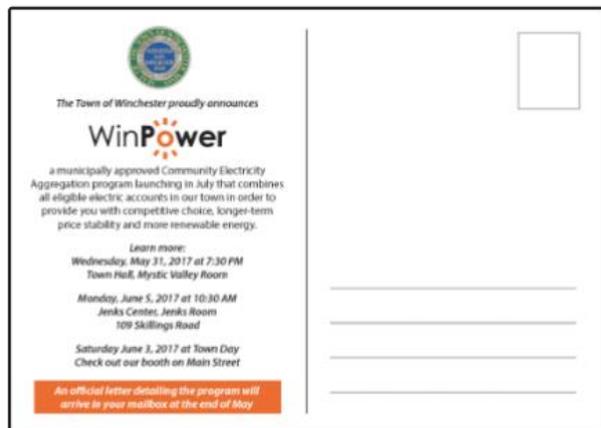
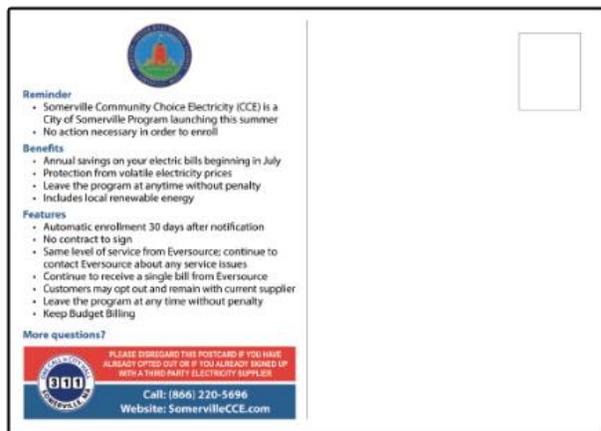
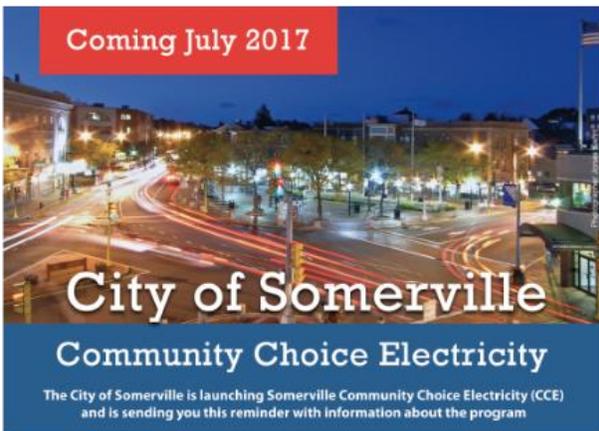
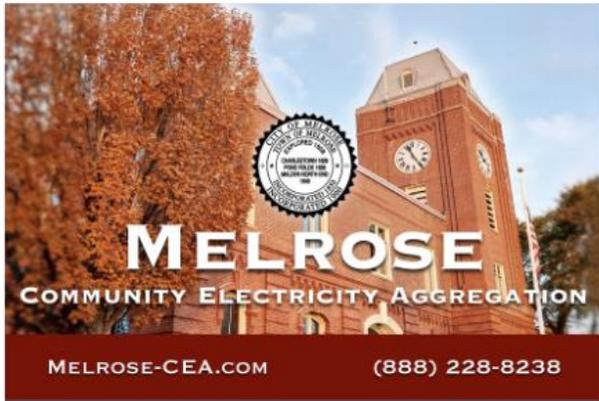
The screenshot shows the homepage of the Somerville Community Choice Electricity (CCE) website. At the top, the logo "SomervilleCCE" is displayed on the left, and navigation links "DETAILS", "OPT UP OR JOIN", "SUPPORT", and "HOME" are on the right. Below the navigation is a large banner image of a residential street with trees and houses, overlaid with the text "Somerville Community Choice Electricity" in white. Underneath the banner, there is a breadcrumb trail "Home > Programs & Initiatives > Somerville CCE" and a "Select Language" dropdown menu with "Powered by Google Translate" below it. The main content area is titled "Somerville CCE" and contains a grey box with the text: "Somerville Community Choice Electricity (CCE) is the City's program to provide competitively priced, stable and green electricity rates to Somerville residents and businesses." Below this are three green callout boxes: "New Supplier" (Somerville CCE is changing electricity suppliers, from Dynegy to Direct Energy. You will see a notice of this in your December Eversource bill. You do not need to take any action to remain in the program.), "More Renewable Energy" (Good news! We are doubling the percentage of local renewable energy in our energy portfolio from 5% to 10% extra for our standard rate Somerville Local Green participants.), and "Lower Cost Standard Rate" (Somerville Local Green will cost XX% less than Eversource's Basic Service supply for residential customers. Eversource rate is fixed from January-June 2020. Future savings cannot be guaranteed.¹).

Response to Request for Proposals



Post-Card: Mailed in advance of the opt-out letter. Reinforces municipal sponsorship of program, highlights benefits and improves the likelihood that residents and businesses will open opt-out letter. Shown for Cities of Melrose and Somerville and Town of Winchester, respectively.

Response to Request for Proposals



Response to Request for Proposals

Handouts: Handouts for municipal and community events. First row show messaging for initial launch of green aggregations. Next row shows examples for renewals.

Coming July 2017
Winchester Community Electricity Aggregation
 The Town of Winchester is rolling out the WinPower Community Electricity Aggregation program for residents and businesses in July, 2017. This program uses bulk purchasing to offer competitive electricity supply pricing and rate stability for consumers. Plus, it provides more renewable energy options to reduce reliance on carbon-producing fossil fuels.
 Click to learn more

Coming in July 2017
Brookline Green Electricity
 The Town of Brookline is rolling out Brookline Green Electricity for residents and businesses this summer. The Community Choice Aggregation program uses bulk purchasing to offer competitive electricity supply pricing and rate stability for consumers. Plus, it provides more renewable energy options to reduce reliance on carbon-producing fossil fuels.
 Click to learn more

Coming in July 2017
City of Somerville
Community Choice Electricity
 The City of Somerville will be launching the Somerville Community Choice Electricity program for residents and businesses this summer. The program uses a bulk purchasing process designed to provide savings and rate stability for consumers on their electricity bills. The program also offers consumers exciting renewable energy options. This program was approved by the Board of Aldermen and the MA Department of Public Utilities.
 Click to learn more

Coming August 2017
Arlington Community Choice Aggregation
 Providing Greener Electricity to Residents and Businesses Using Arlington's Bulk Purchasing Power
 To learn more call (866) 220-5696 or visit ArlingtonCCA.com

Over One Million Dollars Saved with 30,000 Participating Accounts
New Bedford's Renewed Community Electricity Aggregation Program
 To learn more call (508) 991-6193

COMING DECEMBER 2018
HAMILTON COMMUNITY CHOICE AGGREGATION

WinPower
Breaking News
WinPower 100 drops below Eversource's Basic Service
 WinPower is more than just price stability and savings. WinPower is making a significant environmental impact by including more local renewable energy than what is required by state law. Since the program began, WinPower has displaced nearly 4.5 million pounds of CO2 by including higher renewable content. That's equivalent to 423 cars not being driven per year.
 WinPower 100 includes 100% local renewable energy that helps foster clean energy infrastructure while reducing CO2 emissions associated with power generation, the single largest human source of such emissions. And now, for the first time since the program began, WinPower 100 is cheaper than Eversource's Basic Service rate for residential customers.
 Contact Dymegy, the WinPower program supplier, today at (866) 220-5696 and make the switch, or sign up at WinPowerMA/opt-up.
 What are you waiting for?
 Green up to WinPower 100 today.
 To Opt Up visit WinPowerMA/opt-up

WinPower
WinPower does it again!
WinPower's \$10.898 cents/kWh beats Eversource's Winter Rate by nearly 20%. Better yet, WinPower 100 is now cheaper than Eversource Basic Service.
 For the third consecutive time, the WinPower Community Electricity Aggregation program rate will be lower than Eversource's Basic Service rate for residential customers. In fact, WinPower has maintained an extraordinary record when compared to Eversource, but this winter will be its best so far, saving the average homeowner over \$300 by June of 2019. With over 90% of our residents participating, that's a collective savings of over \$1 million.
 WinPower launched in the summer of 2017 to provide price stability against volatile electricity supply costs, AND it promised to make that difference by including 5% more local renewable energy than is required by the state.
 There's no better time to become a part of WinPower. Go to WinPowerMA.com to learn more.
Disclaimer: There is no guarantee of savings under WinPower as compared to the Eversource basic service rate because Eversource's electric supply charges change every six months for residential and small commercial customers, and every three months for industrial customers.

Season	WinPower (cents/kWh)	Eversource (cents/kWh)
Summer 17 (July 2017)	10.759	12.800
Winter 18 (January 2018)	10.898	11.597
Summer 18 (July 2018)	10.898	13.580
Winter 19 (January 2019)	10.898	13.580

Response to Request for Proposals

Translated Handouts: Also for use in municipal and community meetings.
First row - Arabic, Khmer and Spanish. Second row - Vietnamese, Portugues and French

Response to Request for Proposals

The image displays six vertical posters for Community Electricity Aggregation, arranged in a 2x3 grid. Each poster is designed for a different language and includes the following elements:

- Top Header:** The title of the program in the respective language.
- Logo:** The official seal of the City of Attleboro, Massachusetts, or the Town of Dedham, Massachusetts.
- Text:** The name of the aggregation program in the respective language.
- Participant List:** A list of participating communities in the respective language.
- Bottom:** A decorative border of green houses and a power plug icon.

Posters (Top Row):

- Arabic:** "تخفيض أسعار الكهرباء باستخدام قوة برنامج الشراء الضخم لمجتمعكم المحلي". Communities listed include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford, and Westport.
- Vietnamese:** "Giảm giá điện bằng cách Dùng sức mua số lượng lớn Trong các cộng đồng Của quý vị". Communities listed include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford, and Westport.
- Spanish:** "Bajando el precio de la electricidad usando el poder de adquisición masiva de sus comunidades". Communities listed include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford, and Westport.

Posters (Bottom Row):

- Chinese:** "2017年8月 阿灵顿社区选择聚合". Text: "使用阿灵顿的批量采购能力为居民和企业提供更环保的电力". Contact: "要了解更多信息 (866) 220-5696 或访问 ArlingtonCCA.com".
- Portuguese:** "Baixando o Preço da Eletricidade pelo Uso do Poder de Compra Bruto das Comunidades". Communities listed include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford, and Westport.
- French:** "Arrive Août 2017 Ville de Arlington Community Choice Aggregation". Text: "Fournit plus d'énergie renouvelable aux résidents et aux entreprises en utilisant le pouvoir d'achat en vrac de Arlington". Contact: "Pour plus d'informations: (866) 220-5696 ArlingtonCCA.com/contact".

Response to Request for Proposals

Opt-Out Letters: Good Energy has recently redesigned our Opt-Out letters to better engage residents. We aim to convey all required information in an approachable way and reinforce the municipal sponsorship of the program. Here is a current sample for the City of Melrose that we are in the process of rolling out with our new launches.

Response to Request for Proposals



City of Melrose Community Electricity Aggregation Program

September 4, 2019

Dear Basic Service Customer,

The City of Melrose approved a Community Electricity Aggregation program authorizing the city to aggregate the electricity load (usage) of residents and businesses that are on Basic Service with National Grid.

You will be **automatically enrolled** in the **Melrose Community Electricity Aggregation** program, unless you choose not to participate. Through this program, National Grid will continue to deliver your electricity, however the City will select its own supplier to increase the amount of renewable energy in your electricity.

-  **Competitive Choice**
-  **Price Stability**
-  **Renewable Energy**

After a competitive bid process, **NextEra Energy Services** was selected as our Electricity Supplier with a contract starting in June 2019 and expiring in November 2021. The goals of the program are to provide you with competitive choice, longer-term price stability and more renewable energy options.

PARTICIPATION

If you want to **participate**, no action is required! National Grid will continue to deliver your electricity, respond to emergencies and outages, and bill you, however, your supplier will be **NextEra Energy Services**.

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

You can **leave the program anytime** after you've enrolled, with no early termination fees! This will occur during the next available billing cycle, where upon your account(s) will be returned to National Grid's Basic Service.

If you **don't want to participate**, simply sign and return the enclosed card in the postage-paid envelope on or before **October 10, 2019** to avoid automatic enrollment in the aggregation program.

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

If you have already chosen a green power supply option on your own, you must opt out of this program. This will ensure you continue to receive your electricity from that Green Power Supply.

PROGRAM OPTIONS & PRICING

- 1 Melrose Local Green - Five (5) Percent more Renewable Energy**
You will be **automatically enrolled** in this product. It includes five (5) percent more local renewable energy originating from qualified Massachusetts Class 1 renewable energy sources than is required by state law.
- 2 Melrose Premium 100 - 100 Percent Local Renewable Energy**
This **optional** product offers an elective one hundred (100) percent local renewable energy originating from qualified Massachusetts Class 1 renewable energy sources. Call NextEra Energy Services at (855) 639-8058 to opt in. The price of this offer is \$0.12801/kWh.
- 3 Melrose Basic - No additional Renewable Energy**
This **optional** product offers no additional renewable energy originating from qualified Massachusetts Class 1 renewable energy resources beyond the amount required by state law. Call NextEra Energy Services at (855) 639-8058 to opt in. The price of this offer is \$0.10401/kWh.

Rate Class	Residential	Small Business	Large Business	Duration
Melrose Local Green	\$0.10521/kWh	\$0.10521/kWh	\$0.10521/kWh	June 2019 - November 2021 Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.
Melrose Premium 100	\$0.12801/kWh	\$0.12801/kWh	\$0.12801/kWh	
Melrose Basic	\$0.10401/kWh	\$0.10401/kWh	\$0.10401/kWh	
Current National Grid Basic Service	\$0.10820/kWh	\$0.09668/kWh	\$0.09182/kWh *NEMA	May 1, 2019 - October 31, 2019 Residential and Small Business rates change every six months. *Large Business rates change every three months.

Rates indicated above are for Supply Services only. Administrative adder for all Melrose programs are included in above rates. This fee is \$0.001/kWh for the aggregation consultant.

The primary intent of the program is to provide price stability and savings over the duration of the 29-month term. However, National Grid's rates for electric supply change every six months for Residential and Small Business customers and every three months for Large Business customers. Thus, National Grid's Basic Service rates may be below the Standard Product program rate for Residential customers during any subsequent period.

FOR MORE INFORMATION

- Visit www.Melrose-CEA.com, or call toll-free at (888) 228-8238
- Contact **NextEra Energy Services** at (855) 639-8058 between 9AM - 5PM, or at melrose@nexteraenergy.com
- For **National Grid's electricity rates**, visit: <https://www.mass.gov/information-for-consumers-about-the-electric-industry> <https://www.nationalgridus.com/MA/Home>, or call (800) 322-3223. Please refer to the Basic Service category to determine the best option for you.

Online videos: Videos made in collaboration with City staff explaining the aggregation program in english, portugues and spanish for the City of Somerville. Links at

Response to Request for Proposals

<https://youtu.be/sCSCogX8ENY>, <https://youtu.be/W1hLY6inRFE>, and <https://youtu.be/lxAJnrlsLQ>, respectively.



SomerViva em Português Programa de Eletricidade Comunitária Opcional
14 de Junho de 2017



SomerViva: Opción para la Comunidad para Elegir Electricidad

Response to Request for Proposals

Social Media & Banner Ads: For New Bedford, Facebook post promoting article with details on aggregation program (reporting metrics included) and banner ads run on WBSM 1420 AM, a New Bedford-area news, talk and sports radio station. A 30-second voice spot was also run on that radio station.

The screenshot shows a Facebook post from 'New Bedford Guide' published on March 2 at 10:00am. The post text asks for reasons to participate in the city's new electricity program and states that no one from the City, Eversource, or CEA representatives will contact residents. It includes a photo of a large bell in a park and a link to an article titled 'New Bedford Electricity Program to save households over 21% on electricity bills this winter'. The article snippet mentions that Massachusetts households and businesses are preparing for high winter electricity prices. The post's performance metrics are as follows:

Performance for Your Post		
13,736 People Reached		
77 Likes, Comments & Shares		
31 Likes	24 On Post	7 On Shares
31 Comments	22 On Post	9 On Shares
15 Shares	14 On Post	1 On Shares
826 Post Clicks		
5 Photo Views	263 Link Clicks	558 Other Clicks

Under the 'NEGATIVE FEEDBACK' section, there are 5 'Hide Post' and 0 'Hide All Posts' actions, and 0 'Report as Spam' and 0 'Unlike Page' actions. A note at the bottom states: 'Reported stats may be delayed from what appears on posts'.

Response to Request for Proposals

23% below
Eversource's 2018 Winter rates

New Bedford's Renewed Community Electricity Aggregation Program

[Learn more](#)

New Bedford's Community Electricity Aggregation Program has been renewed!



No action is required to participate.
[Click here to learn more!](#)

13.16/kWh Eversource's 2018 winter rate
10.12/kWh New Bedford's Renewed Community Electricity Aggregation program rate



[Click to learn more!](#)



New Bedford's Community Electricity Aggregation Program has been renewed along with 22 other local cities and towns. That's power in numbers!

[Click here to learn more!](#)

Renewal Letters: Below is tri-fold mailer for the City of Somerville, explaining program impact since launch, upcoming changes and encouraging opt-up campaigns. Left - back panel to encourage opening tri-fold and stand-alone opt-up message. Right - interior of tri-fold.

Response to Request for Proposals

Somerville, MA
 Residential Postal Customer
 ECRWSS-EDDM

ELECTRICITY UPDATE

PRESENTED
 THROUGH THE
 FRANKLIN COUNTY
 ENERGY BOARD
 PERMIT NO. 88



Important Updates on Somerville Community Choice Electricity

Thank you for participating in Somerville Community Choice Electricity. This is the City's ongoing program to provide competitively priced electricity rates to Somerville residents and businesses.

What's inside:

- Upcoming electricity bill alert
- Program accomplishments since 2017
- New, lower electricity rates
- Energy efficiency programs

Learn more and opt up to 100% renewable energy at cce.somervillema.gov

Opt-Up to 100% Extra Renewable Energy!

By participating in the Somerville Local Green rate, you're already a climate leader. Take the next step and opt up to 100% extra renewable energy!

Join 400 households and 20 businesses in Somerville that have already opted up.

From January 2020 to December 2022, the rate for Somerville 100% Local Green will be 13.219 ¢/kWh.

Opt up at cce.somervillema.gov

\$10 per month

Opting up would add an estimated \$10 per month to a typical Somerville household's electric bill, compared to Somerville Local Green (typical monthly bill is less than \$40/kWh).

Opt up today!


+


In 2019, Somerville CCE will purchase about 9,200 MWh of extra renewable energy, equal to more than the annual production of two typical wind turbines (1.5 MW each). Participants that opt up are a major contributor to the program, making such a large extra purchase.

Thank you for participating in Somerville Community Choice Electricity!

Somerville Community Choice Electricity (CCE) is the City's program to provide competitively priced, stable and green electricity rates to Somerville residents and businesses. The program started in summer 2017, and we thank you for your participation. With Somerville CCE, Eversource continues to deliver electricity and manage all electricity billing. The only change is the source and cost of electricity supply, chosen by the City of Somerville.

Important Changes Coming in January 2020

Somerville CCE is changing electricity suppliers from Dynegy to **Direct Energy**. You will see a notice of this in your December Eversource bill. **You do not need to take any action** to remain in the program. See below for rates.

2X Good news! We are doubling the percentage of local renewable energy in our energy portfolio from 5% to 10% extra for our standard rate Somerville Local Green participants.

15% Somerville Local Green will cost **15% less than** Eversource's Basic Service supply for residential customers. Eversource rate is fixed from January to June 2020. Future savings cannot be guaranteed.

You will receive the Somerville Local Green rate unless you have actively chosen one of our other optional products. It has more new, local renewable energy than required by state law.

Through the program, the City has dramatically increased access to renewable energy: more than 23,000 Somerville households receive Somerville Local Green.

Somerville CCE also offers optional products with 100% extra renewable energy or no extra renewable energy. Program rates shown at right will take effect in January 2020 and remain fixed through December 2022.

Standard Rate

Somerville Local Green



10% Extra Renewable Energy (MA Class I)
10.519 ¢/kWh

Optional Rates

Somerville Basic



No Extra Renewable Energy
10.219 ¢/kWh

Somerville 100% Local Green



100% Extra Renewable Energy (MA Class I)
13.219 ¢/kWh

The Benefits of Somerville CCE

Stable, Competitive Electricity Prices

The program has had fixed prices since July 2017, avoiding the seasonal price fluctuations common with Eversource Basic Service. In that time, the Somerville Local Green rate has been consistently lower than Eversource Basic Service rates, saving participants over \$4.75 million, or an average of approximately \$130 per participating household.

Future savings compared to Eversource Basic Service cannot be guaranteed because future Basic Service prices are not known beyond June 2020 for residential and small business customers and beyond March 2020 for large business customers.

Supporting Local Renewable Energy

Our renewable energy derives solely from solar, wind, small hydroelectric, and anaerobic digestion located in New England. This extra renewable energy qualifies for Massachusetts Class I ("MA Class I"). See the reverse side to learn about the impact of our purchases.





Learn more and opt up to 100% renewable energy at cce.somervillema.gov

Addendum #2: Resumes

Listed in alphabetical order.

Exhibit 5

Attachment C

Copies of all materials aggregation consultant provided to municipality marketing its services as consultant or electricity broker.



www.GoodEnergy.com
M: 413.548.0999
P: 866.955.2677 x3033
F: 617.830.0832
155 Mathews Road
Conway, MA 01341-9793

March 10, 2014

Mr. Jerry Beck
Director of Economic Development & Marketing
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Re: Electricity aggregation for residents and businesses and municipal accounts.

Dear Mr. Beck:

Good speaking with you this morning.

The term "municipal aggregation," as used in Massachusetts General Law, Chapter 164, Section 134(a) can be confusing. It refers to the ability of municipal officials (Mayors, City / Town Councils and Boards of Selectmen) to give their residents and businesses a choice of electricity suppliers and lower electricity rates than the local public utility through Town Council / Town Meeting votes.

In your area, Unitil, is the local public utility. Two of the four municipalities in the Unitil service area, Ashby and Lunenburg, have electricity aggregations for residents and businesses approved by the Department of Public Utilities.

Municipal officials are facing many challenges in these economic times and should be continually seeking ways of reducing costs for both their Towns and their residents and businesses. Electricity aggregation for residents and businesses should be on the short list of priorities for all municipal officials.

There are a number of factors existing in the present market in Massachusetts that make electricity aggregation for residents and businesses particularly attractive at this time.

Good Energy, L. P. is the largest, most experienced and most successful electricity aggregation consultant in the country with over 150 municipal electricity aggregations serving over 500,000 households (200,000 households purchasing 100% renewable energy) with savings over \$100 million. Good Energy has the buying power of a large, national organization and has recently established a local presence in Massachusetts to bring national strength to deal with the high price of energy in our market.

Please visit our website at <http://massachusetts.goodenergy.com> for more information and watch a short video to learn more. I have enclosed some information on electricity aggregation including *Frequently Asked Questions* and *5 Steps to Lower Electricity Bills*. This information will answer most of your questions and take the mystery out of the Department of Public Utilities approval process for electricity aggregation for residents and businesses.

Good Energy would make electricity aggregation a win-win for Fitchburg and your residents and businesses.

We would be happy to meet with you at your convenience to provide you with more information and address any questions or concerns. We have been very busy with municipalities that are very interested in electricity aggregation for residents and businesses. Presently available dates and times on which we could meet with you to give you more information and answer your questions would be:

Friday, March 14, 11:00 AM

Thursday, March 27, 11:00 AM

Friday, March 28, 11:00 AM

Please contact me directly at your earliest convenience by phone or email at 413-548-0999 or john_orourke@goodenergy.com to let me know if any of these dates and times fit into your schedule.

If these dates and times are not convenient, please suggest alternatives. Thank you.

Sincerely,



John P. O'Rourke
Director of Marketing Northeast

JOR/kaf



John P. O'Rourke
413-548-0999
john.orourke@goodenergy.com
www.goodenergy.com

MUNICIPAL AGGREGATION FREQUENTLY ASKED QUESTIONS

1 What is municipal aggregation?

Municipal aggregation is simply the formation of a buying group composed of the residents and businesses of one or more municipalities that is developed and operated through the municipal officials of one or more municipalities.

2 What is the objective of municipal aggregation?

The objective of municipal aggregation is simply to lower the electricity bills through the formation of a buying group composed of the residents and businesses of one or more municipalities without interfering with the level of service provided by the utility (National Grid, Nstar or WMECo) that distributes the electricity supply.

3 What is the cost of municipal aggregation to my municipality?

None. The cost of developing, writing and submitting the municipal aggregation plan; of guiding the plan through the DOER / DPU approval process; of the informational mailing to residents and businesses; of the RFP to competitive suppliers is borne by the municipal aggregation consultant.

4 Why can a municipality or group of municipalities aggregate the electricity load of the residents and businesses within its boundaries?

In 1997, Massachusetts passed the nation's first electric deregulation law that gives municipalities a strong hand for consumers and the environment. The law builds on traditional franchise authorities of municipalities to act as "community aggregators" (MGL, Chapter 164, Section 134(a)) in a deregulated electric industry, and allows communities to administer tens of millions of dollars paid by their citizens for energy efficiency and renewable energy programs (MGL, Chapter 164, Section 134(b)).

5 Why should a municipality or group of municipalities aggregate the electricity load of the residents and businesses within its boundaries?

Municipal officials have the opportunity to give their residents and businesses lower electricity rates by aggregating the electricity load of their community and requesting competitive bids for electricity supply from large, national suppliers. This gives a municipality or group of municipalities much stronger buying power than any individual resident or business has when dealing with the utility (National Grid, Nstar or WMECo) that distributes electricity to your community.

6	If my municipality votes to participate in a Municipal Aggregation Program, who maintains the electricity system infrastructure?
The maintenance and service of the electricity system infrastructure (poles, lines, transformers, etc.) is still the responsibility of the utility that distributes electricity to your community. Municipal Aggregation Programs deal only with the electricity supply that is distributed by the utility.	
7	If my municipality votes to participate in a Municipal Aggregation Program, is there any risk that electricity supply would not be delivered to me through the electricity system infrastructure?
No. Electricity will always be delivered by the utility (National Grid, Nstar or WMECo) that distributes electricity to your community.	
8	Is there any risk to municipal officials, residents or businesses for participating in a Municipal Aggregation Program?
No. There is no financial or failure of service risk for the municipality. There would never be an interruption of service due to participation in a municipal aggregation. Municipal officials can accept or reject any competitive supplier bid that does not fulfill their objectives for the municipal aggregation plan. Individual residents and businesses can opt-out of the Municipal Aggregation Program at any time without penalty.	
9	Is there an opportunity to participate in green / renewable energy options through the municipal aggregation process?
Yes. Good Energy, L.P. has many options for municipalities to participate in green / renewable energy programs.	
10	Is the municipal aggregation process difficult and time consuming?
The municipal aggregation process is simple and fast for municipal officials. The municipal aggregation consultant handles all of the difficult and time consuming parts of the process. See "5 STEPS TO LOWER ELECTRICITY BILLS" for a summary of the process.	
11	Why should my municipality contract with a professional municipal aggregation consultant?
Your municipality should contract with a professional municipal aggregation consultant for the same reason your municipality retains a Town Counsel to deal with legal issues and an Auditor to monitor and analyze the financial position of your municipality.	
12	Why should my municipality contract with Good Energy, L.P. to develop a Municipal Aggregation Plan and operate a Municipal Aggregation Program?
Good Energy, L.P. is the largest, most successful municipal aggregation consultant in the country with over 150 municipal aggregations. Good Energy, L. P. has very strong purchasing power with many large, national electricity suppliers to get lower electricity prices. Good Energy, L.P. recently became local by opening an office in Massachusetts.	



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 www.goodenergy.com

MUNICIPAL AGGREGATION 5 STEPS TO LOWER ELECTRICITY BILLS		
DECISION	WHAT & HOW	WHO
	Place a Municipal Aggregation Article on the Town Meeting Warrant for a vote by residents or vote on Municipal Aggregation at a Town / City Council Meeting. See sample Warrant Article and Town /City Council Motion enclosed.	Selectmen / Town or City Council
	Vote by residents at Town Meeting or vote by Councilors at Town / City Council Meeting.	Voters / Town or City Council
	After acceptance of Municipal Aggregation, the municipality contracts with Good Energy, L.P. Energy and related energy services contracts are exempt from MGL, Chapter 30B.	Selectmen / Town or City Council
	Good Energy, L.P. develops a Municipal Aggregation Plan and guides the plan through the Department of Energy Resources (DOER) and Department of Public Utilities (DPU) municipal aggregation approval process at no cost to the municipality.	GoodEnergy
	After DOER / DPU approval, Good Energy, L.P. develops a Request of Proposals (RFP) for electricity supply from licensed Competitive Suppliers at no cost to the municipality.	GoodEnergy
	Vote to accept or reject Competitive Supplier bid.	Selectmen / Town or City Council
	After acceptance of the Competitive Supplier bid, Good Energy, L.P. mails educational information to residents about the Municipal Aggregation Program at no cost to the municipality.	GoodEnergy
	Accept (by default) or reject (opt-out) participation in the Municipal Aggregation Program.	Individual residents or businesses
	Monitor and operate the Municipal Aggregation Program to maintain lower electricity bills at no cost to the municipality.	GoodEnergy

**SAMPLE TOWN MEETING WARRANT ARTICLE
FOR MUNICIPAL AGGREGATION OF ELECTRICITY**

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

Comment:

The Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry. The residents and businesses of our Town have substantial economic, environmental, and social interests at stake and are interested in reducing their electricity rates. If an aggregation of electricity load is implemented in our Town, individual residents and businesses would retain the right to opt-out of the aggregation with no penalty and to choose any other competitive supplier or stay with the default utility.

**SAMPLE TOWN / CITY COUNCIL MOTION
FOR MUNICIPAL AGGREGATION OF ELECTRICITY**

That it be ordered that the Town (City) Council authorize the appropriate department(s) to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town (City) and for other related services, independently, or in joint action with other municipalities, and authorize the Town Manager (Mayor) to execute all documents necessary accomplish the same.

Comment:

The Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry. The residents and businesses of our Town have substantial economic, environmental, and social interests at stake and are interested in reducing their electricity rates. If an aggregation of electricity load is implemented in our Town, individual residents and businesses would retain the right to opt-out of the aggregation with no penalty and to choose any other competitive supplier or stay with the default utility.



January 30, 2017

Hon. Stephen L. DiNatale
Mayor
City Hall
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Re: Community Electricity Aggregation

Dear Mayor DiNatale:

Good Energy, L.P., is working to help municipalities reach their clean energy goals through Community Electricity Aggregation which not only saves residents and businesses money but also provides substantial local economic impact and environmental impact through reduction of greenhouse gas emissions.

Our current Massachusetts Community Electricity Aggregations of 24 municipalities with over 215,000 households and over 550,000 residents include New Bedford and Fall River.

For our next electricity aggregation, we are working with a group of municipalities at different stages of the approval process for Community Electricity Aggregation. [Arlington, Brookline, Charlton, Gloucester, Millbury, Oxford, Somerville (Aggregation plans submitted to DOER/DPU); Hadley, Hamilton, Sudbury, Wareham, Winchester (Aggregation plans ready for submission to DOER/DPU)]. We are also in the planning stage with several other municipalities.

Our staff of 45 professional, analytical and administrative personnel insures that the only time spent by municipal officials on our Community Electricity Aggregation programs is in decision-making. We do all the grunt work and heavy lifting.

Attached is information concerning the role of Good Energy in implementing Community Electricity Aggregation for residents and businesses in your community.

I can be reached directly at 413-548-0999 or john.ourourke@goodenergy.com. Thank you.

Sincerely,

A handwritten signature in blue ink that reads "John P. O'Rourke". The signature is fluid and cursive, with a large initial "J".

John P. O'Rourke
Director of Marketing Northeast

JOR/kaf

Enc: Information package

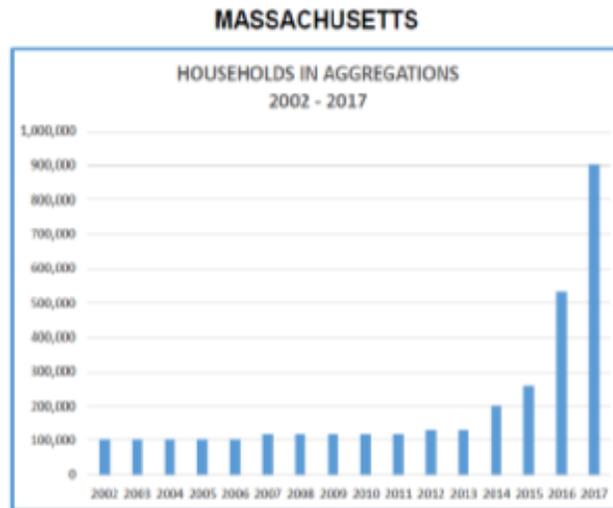


GOOD ENERGY IS THE LEADER IN COMMUNITY ELECTRICITY AGGREGATION

Good Energy, LP is the leader in Community Electricity Aggregation in Massachusetts with 24 municipalities, over 258,000 accounts and over 1.6 billion kWh annually in electricity aggregation programs.

Good Energy aggregations are on track to save residents and businesses over \$15 million.

Good Energy has created a green aggregation model to increase the development of renewable energy projects in Massachusetts in cooperation with Mass Energy Consumers Alliance and the Metropolitan Area Planning Council (MAPC).



GOOD ENERGY MADE ELECTRICITY AGGREGATION HISTORY IN NOVEMBER 2015

In November 2015, the Massachusetts Good Energy Team conducted the largest competitive bid for electricity aggregations ever in the Commonwealth. The competitive bid included 24 municipalities with over 215,000 households and over 550,000 residents. This Community Electricity Aggregation is twice the size of the Cape Light Compact, the second largest electricity aggregation in the Commonwealth.

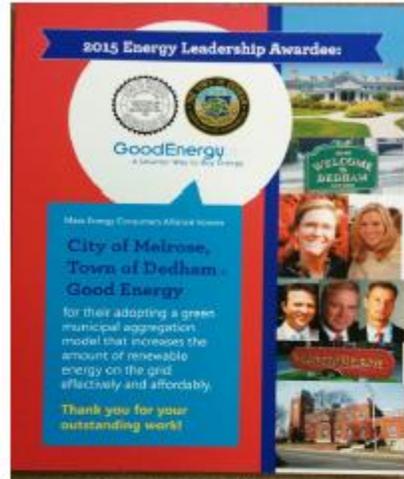
The cities and towns in this history-making Community Electricity Aggregation include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford and Westport.

In December 2015, the Massachusetts Good Energy Team was unanimously selected for electricity aggregation services by the Metropolitan Area Planning Council (MAPC) selection committee for the 101 municipalities in its service area.

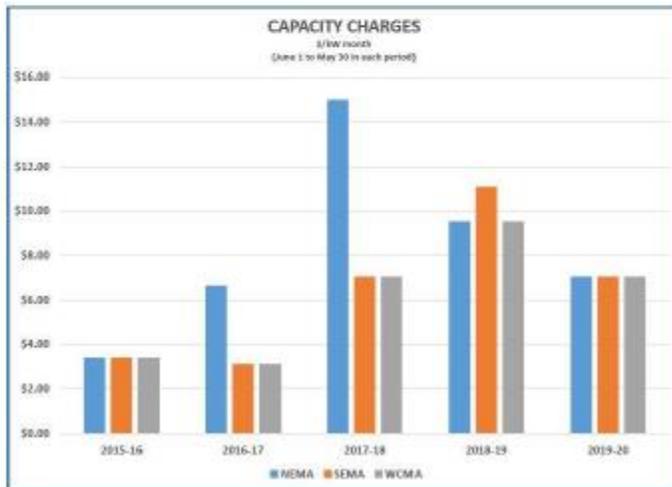
The Massachusetts Good Energy Team is organizing its second Community Electricity Aggregation that includes 14 municipalities with over 137,000 households and over 345,000 residents. The cities and towns in this Community Electricity Aggregation include Arlington, Brookline, Charlton, Gloucester, Hadley, Hamilton, Millbury, Millis, Oxford, Somerville, Stoneham, Sudbury, Wareham, and Winchester.

GOOD ENERGY RECEIVED THE 2015 ENERGY LEADERSHIP AWARD

The Massachusetts Good Energy Team received the 2015 Energy Leadership Award for "adopting a green municipal aggregation model that increases the amount of renewable energy on the grid effectively and affordably" by the Mass Energy Consumers Alliance. Good Energy electricity aggregations not only save consumers money but also support the efforts to create more renewable energy projects in the Commonwealth.



CAPACITY CHARGES WILL INCREASE SUBSTANTIALLY



Capacity charges will increase substantially, especially in the NEMA load zone, as determined through a capacity auction in February 2016. Good Energy runs very competitive bids for its electricity aggregations that will help smooth out the big increases in capacity charges during the next two years before capacity charges stabilize in the 2019-20 period at more than double the current average charge across all load zones. Capacity charges amount to about 30% of the total electric supply rate.

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 310-220-1454
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Stefano Loretto
 646-932-2969
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GoodEnergy

Good Energy Active MA Aggregations

Municipality	Utility	Households	Population
Acushnet	EverSource	320	10,299
Attleboro	National Grid	15,798	43,659
Cohasset	EverSource	4,296	11,961
Dartmouth	EverSource	1,219	3,659
Dorchester	EverSource	95,28	243,21
Dighton	National Grid	2,196	7,011
Dorchester	National Grid	4,708	8,412
Dorset	National Grid	1,110	29,219
Fairhaven	EverSource	9,791	15,915
Fairhaven	National Grid	19,295	89,220
Fitchburg	EverSource	5,190	50,29
Foxboro	EverSource	1,879	4,919
Northampton	EverSource	2,796	8,071
Northampton	National Grid	17,994	29,914
New Bedford	EverSource	19,298	95,019
New Bedford	National Grid	5,549	15,071
Norfolk	National Grid	6,791	18,910
Plainfield	National Grid	3,732	8,179
Raynham	National Grid	4,098	11,410
Wareham	National Grid	4,732	14,330
Wareham	National Grid	9,999	18,172
Wareham	National Grid	6,179	15,999
Wareham	National Grid	1,108	21,719
Wareham	EverSource	5,697	13,899
TOTAL		215,142	664,919

Largest Community Electricity Aggregation in the Commonwealth and third largest in the country

1

GoodEnergy

Good Energy MA Aggregations in Process

Municipality	Utility	Households	Population
Arlington*	EverSource	17,138	42,844
Brookline*	EverSource	23,493	58,732
Chelsea	National Grid	3,788	12,981
Gloucester*	National Grid	12,592	28,789
Hadley	National Grid	2,048	5,209
Hamilton*	National Grid	2,668	7,764
Millbury	National Grid	5,304	13,261
Mills*	EverSource	3,094	7,891
Oxford	National Grid	5,484	13,709
Somerville*	EverSource	30,392	75,754
Stoughton*	EverSource	8,575	21,437
Sudbury*	EverSource	7,064	17,659
Wareham	EverSource	8,729	21,822
Winchester*	EverSource	8,550	21,374
TOTAL		138,739	349,226

* Communities subscribed to MAPC procurement

2



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WHY GOOD ENERGY

1 Massachusetts leader in municipal electricity aggregation

Good Energy, L.P., combined national experience and expertise with Massachusetts experience and expertise to form an outstanding Massachusetts Good Energy Team that is the leader in municipal electricity aggregation in the Commonwealth.

On November 10, 2015, Good Energy became the Massachusetts leader in municipal electricity aggregation by conducting very successful electricity supply bid for two (2) years starting in January 2016 for \$0.09490 per kWh for 23 municipalities with over 205,000 households and over 530,000 residents. This represents a savings of 27% over the National Grid and 10% over the Eversource winter electricity supply rates. This aggregation is over twice the size of the Cape Light Compact (102,000 households and 233,000 residents).

The cities and towns include Acushnet, Attleboro, Carver, Dartmouth, Dedham, Dighton, Douglas, Dracut, Fairhaven, Fall River, Freetown, Marion, Mattapoisett, New Bedford, Northbridge, Norton, Plainville, Rehoboth, Seekonk, Somerset, Swansea, Westford and Westport.

On November 9, 2015, the City of Melrose accepted a competitive electricity supply bid for one (1) year starting in January 2016 for \$0.09416 per kWh with an additional \$0.002 per kWh for 5% MA Class I RECs conducted by Good Energy for the 11,000 households with almost 27,000 residents and many small businesses. This green Community Electricity Aggregation that contributes substantial additionality to the growth of renewable energy resources in the Commonwealth. This represents a savings of 26% over the present National Grid winter electricity supply rate of \$0.13038.

Between September 29 and October 8, 2015 the Department of Public Utilities (DPU) approved 24 Good Energy municipal aggregation plans with over 215,000 households and over 550,000 residents in an average record time of 2.5 months. These DPU approvals represent the largest group of aggregations ever approved in the Commonwealth.

Municipalities are directly served by the Boston and Conway, MA offices and supported by the staff in the New York, NY and Norwalk, CT offices.

Good Energy is NOT an energy supplier; is NOT owned by an energy supplier and does NOT own or have a financial interest in an energy supplier.

2 National leader in municipal electricity aggregation

Good Energy has established itself as the largest and most successful municipal aggregation consultant in the country with successful execution of over 150 Municipal Aggregation bids for 550,000 residential accounts, consisting of over 1,500,000 residents, totaling 5,000,000,000 kWh of electric usage with combined savings in excess of \$150,000,000 through May 2016.

Good Energy, established in 2000, is a national energy management and consulting company operating in all deregulated energy markets. As a national consultant of retail energy supply contracts, including electricity, natural gas, demand response, and renewable energy certificates ("RECs") we manage billions of dollars of energy spending for both public and private sector clients. We are a supplier neutral, privately owned consultant, maintaining relationships with over 40 national suppliers.

3 2015 Energy Leadership Award for Green Energy

On October 21, 2015 at the Mass Energy Consumers Alliance 33rd Annual Meeting, Good Energy, L.P. received the 2015 Energy Leadership Award for "adopting a green municipal aggregation model that increases the amount of renewable energy on the grid effectively and affordably."

For municipalities with special requirements for renewable energy, Good Energy has teamed up with Sustainable Energy Advantage (SEA), a Massachusetts based industry leading renewable energy expert, to provide a full range of renewable energy options. SEA was one of the first consulting firms in the nation to focus exclusively on renewable energy matters and purposefully serves a diverse mix of client types which allows SEA a 360-degree view of the topics within the renewable energy market and policy realm. This allows SEA to anticipate and factor in to proposed solutions the reactions of all involved stakeholders. SEA has the most comprehensive knowledge of the New England Class I and the Massachusetts SREC markets. SEA has positioned itself successfully as a credible, independent and objective renewable energy market analyst.

4 Large professional, analytical and administrative staff

Good Energy has over 45 professional, analytical and administrative personnel using the latest information and technology tools operating daily in national and local energy markets that provides a very knowledgeable, flexible and adaptive organizational structure to respond quickly to client needs.

Good Energy performs all important municipal aggregation functions in house for better control, concentration of resources as needed and more timely response to client needs.

From offices in New York City (headquarters); Boston and Conway, MA; Norwalk, CT; Carrollton, TX, Peoria, IL and Edwardsville, IL, Good Energy has the breadth and experience to manage large energy aggregation programs. No less than 20 of our staff are engaged in the daily aspects of operating municipal energy aggregation programs

5 Recognized leader in industry best practices

Good Energy is a recognized leader in setting industry management best practices for municipal electricity aggregation in:

- aggregation plan development, implementation and management;
- public outreach and education;
- coordination of multimedia communications in multiple languages;
- electricity procurement with the best contract terms for large aggregations; and
- renewable energy procurement

6 Excellent relationship with DOER and DPU

Good Energy representatives had several meetings with the staff of the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) before submitting municipal aggregation plans for approval. This helped Good Energy better understand the DOER consultation and DPU approval processes and provided the opportunity to assist in streamlining these processes.

Between September 29 and October 8, 2015 the Department of Public Utilities (DPU) approved 24 Good Energy municipal aggregation plans with over 215,000 households and over 550,000 residents in an average record time of 2.5 months. These DPU approvals represent the largest group of municipal aggregation plans ever approved in the Commonwealth.

Exhibit 5

Attachment D

Copies of all materials aggregation consultant provided to municipality addressing or referencing program pricing (including, without limitation, any documents referring to price, potential savings, lower bills, and/or price stability.

GoodEnergy:❖❖

CITY OF FITCHBURG



COMMUNITY ELECTRICITY AGGREGATION
FEBRUARY 19, 2020

GoodEnergy:❖❖

MUNICIPAL AGGREGATION

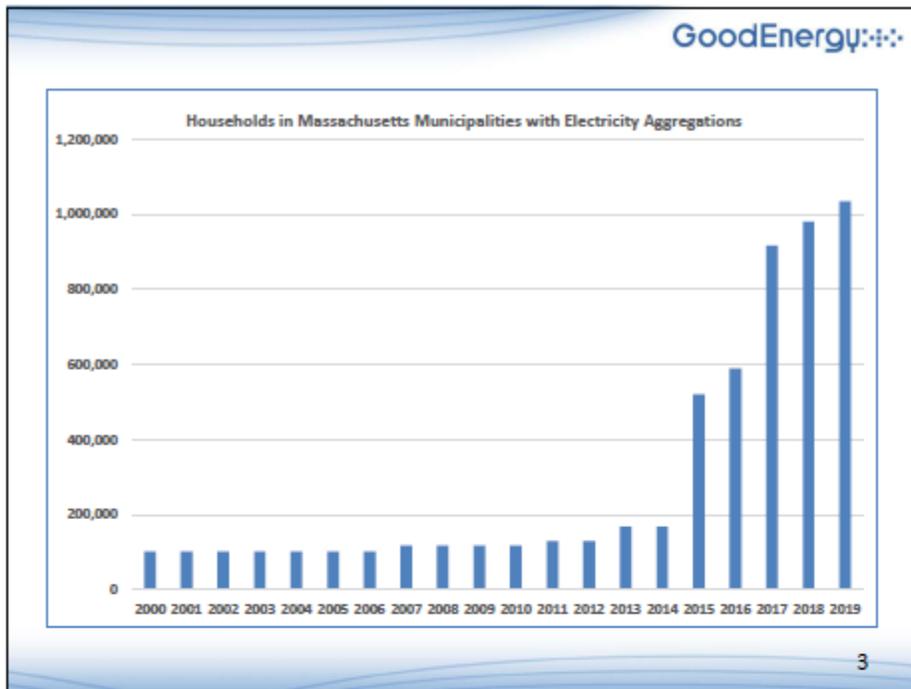
Over 150 Massachusetts municipalities have a municipal aggregation plan approved by the Department of Public Utilities (DPU). Boston and Worcester have submitted municipal aggregation plans to DPU.

GOOD ENERGY, LP

Nationally, Good Energy is the leader in municipal aggregation consulting services with over 225 successful municipal aggregations serving over 3,000,000 residents.

In Massachusetts, Good Energy represents 53 municipalities with 1,300,000 residents.

2



The table provides a summary of aggregation plans, categorized by their status. It includes the number of plans, the total population, and the total number of households for each category. The total number of aggregation plans is 53, serving a population of 1,298,552 and 510,337 households.

AGGREGATION PLAN SUMMARY			
<i>Plan Status</i>	<i>#</i>	<i>Population</i>	<i>Households</i>
Active	41	984,743	388,279
Pending Bids	1	7,852	3,043
Pending with DPU	9	181,528	67,121
In Development	2	124,429	51,894
TOTALS	53	1,298,552	510,337



GOALS OF MUNICIPAL AGGREGATION

- Offering more competitive choice for electricity
- Providing longer term price stability
- Seeking to provide lower electricity rates (although savings cannot be guaranteed)
- Offering more and local renewable energy options
- Contributing to fulfilling climate action goals
- Providing more consumer protections for residents seeking to participate in competitive markets

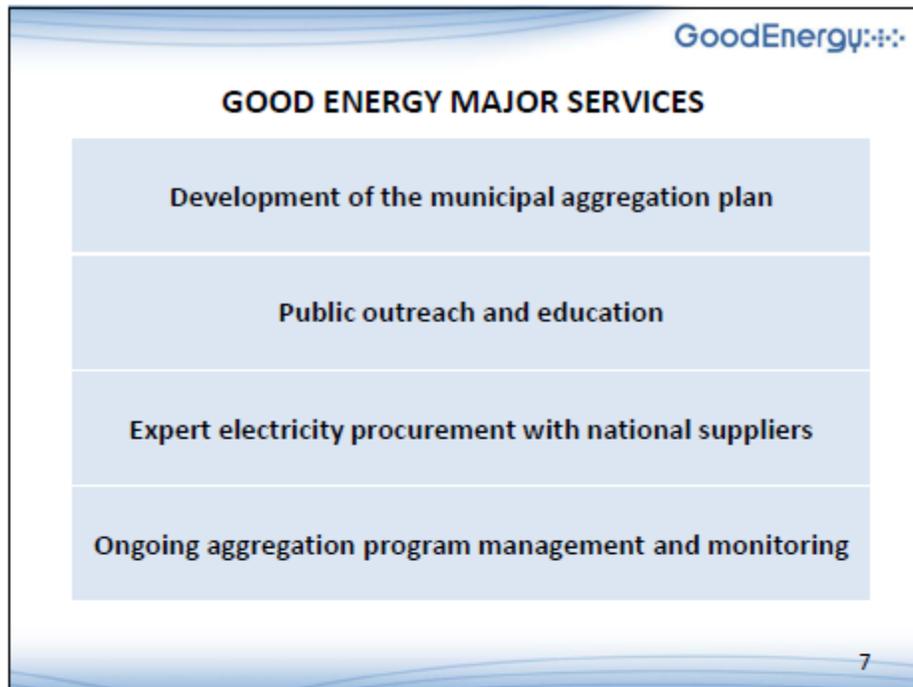
5



AGGREGATION PLAN BENEFITS

- Eligible accounts will be automatically enrolled in the aggregation unless they choose to opt out.
- Consumers may leave the aggregation at any time without early termination fees.
- Consumers continue to receive one bill from and send their payments to Unitil.
- Unitil will continue to respond to emergencies and outages.
- Reliability and quality of service will remain the same.
- Budget billing and low-income discounts remain in place.

6



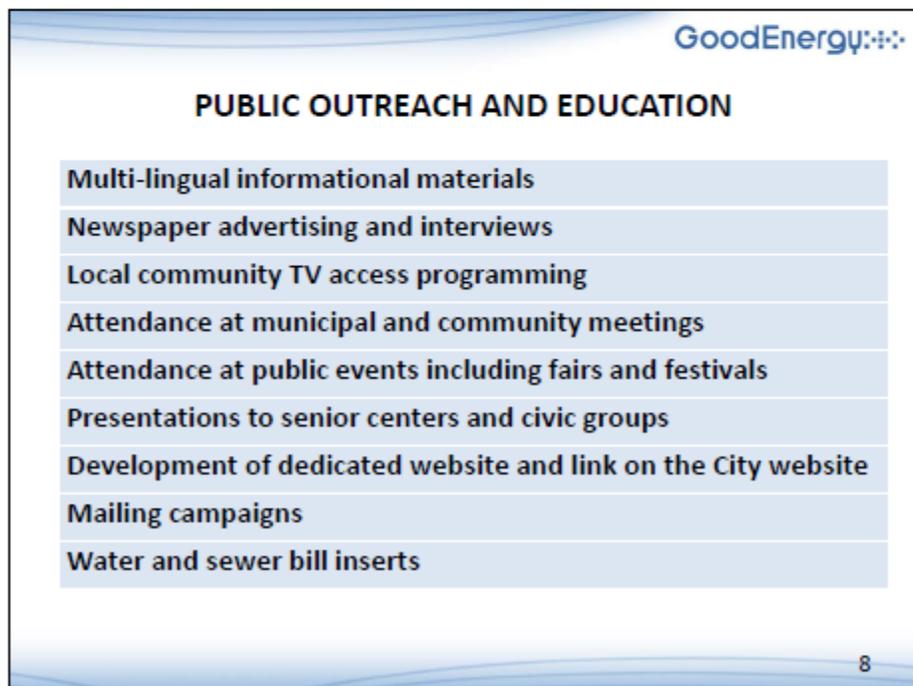
GoodEnergy:❖❖

GOOD ENERGY MAJOR SERVICES

- Development of the municipal aggregation plan
- Public outreach and education
- Expert electricity procurement with national suppliers
- Ongoing aggregation program management and monitoring

7

This slide features a blue gradient background with the GoodEnergy logo in the top right corner. The title 'GOOD ENERGY MAJOR SERVICES' is centered at the top. Below the title, four light blue rectangular boxes are stacked vertically, each containing one of the service items listed in the bulleted list. The number '7' is located in the bottom right corner of the slide.



GoodEnergy:❖❖

PUBLIC OUTREACH AND EDUCATION

- Multi-lingual informational materials
- Newspaper advertising and interviews
- Local community TV access programming
- Attendance at municipal and community meetings
- Attendance at public events including fairs and festivals
- Presentations to senior centers and civic groups
- Development of dedicated website and link on the City website
- Mailing campaigns
- Water and sewer bill inserts

8

This slide features a blue gradient background with the GoodEnergy logo in the top right corner. The title 'PUBLIC OUTREACH AND EDUCATION' is centered at the top. Below the title, nine light blue rectangular boxes are stacked vertically, each containing one of the outreach activities listed in the bulleted list. The number '8' is located in the bottom right corner of the slide.



MOST POPULAR AGGREGATION PLAN

Products	
Default	
<i>Local Green</i>	5% green energy over the MA Renewable Portfolio Standard
Optional	
<i>Basic</i>	Equal to the green energy in the Basic Service of Unitil
<i>Premium 100% Local Green</i>	100% green energy

9



THE TEAM THAT PROVIDES THE BEST MUNICIPAL AGGREGATION MODEL IN THE COMMONWEALTH

Good Energy has a strategic partnership with Green Energy Consumers Alliance to develop and implement green energy municipal aggregation models. Our models have been ranked first among MA aggregation consultants by the Environmental Planning Workshop at Williams College for encouraging environmentally conscious municipal aggregations that exclusively integrate MA Class I RECs.

10

GoodEnergy 

NEXT STEPS

Good Energy develops the municipal aggregation plan under the guidance of municipal officials.

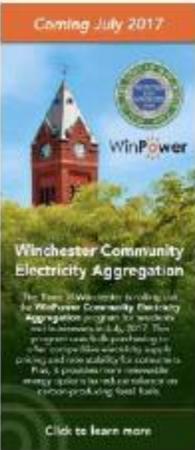
DOER 6 to 8 weeks)	Submit the municipal aggregation plan to the Department of Energy Resources (DOER) both for their consultation and for the issuance of their Consultation Letter. The DOER consultation letter confirms that the plan complies with MA statutory requirements and is required for submission of the Plan to the Department of Public Utilities (DPU).
DPU (6 to 9 months)	Submit the municipal aggregation plan to the Department of Public Utilities (DPU) for comprehensive review and approval.

11

GoodEnergy 

SAMPLE PUBLIC OUTREACH MATERIALS

Coming July 2017



Winchester Community Electricity Aggregation

Click to learn more 

Coming in July 2017

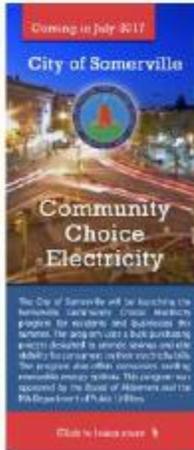
Brookline Green Electricity



Click to learn more 

Coming in July 2017

City of Somerville



Click to learn more 

Coming August 2017

Arlington Community Choice Aggregation



To learn more call (866) 329-5496 or visit ArlingtonCCA.com

GoodEnergy:

SAMPLE TRANSLATED OUTREACH MATERIALS

Vietnamese



Portuguese



French



GoodEnergy:

SAMPLE WEBSITE



Program Details





Enroll in the Program



GoodEnergy:☀️

SAMPLE ONLINE VIDEOS

Videos made in collaboration with City staff explaining the aggregation program in English, Portuguese and Spanish for the City of Somerville:
<https://youtu.be/sCSCogX8ENY>, <https://youtu.be/W1hLY6inRFE>, and https://youtu.be/_IxAJnrIsL0, respectively.



SomervilleCCE.com

Exhibit 6

Red-line strikeout identifying all differences, between proposed aggregation plan and most recent Department-approved aggregation plan for same aggregation consultant. Explain in detail the basis for each material difference.

The information and/or documents required for this Exhibit will be available further along in the development, public review, approval by municipal officials and regulatory review of the aggregation plan.

Exhibit 6

Red-line strikeout identifying all differences, between proposed aggregation plan and most recent Department-approved aggregation plan for same aggregation consultant. Explain in detail the basis for each material difference.

PLACEHOLDER