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Introduction

The Town of Scituate (“Municipality”) has developed the Community Electricity Program (the “Program”) with the goal of providing competitive choice, longer-term price stability and more renewable energy options 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:

Power Supply: 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 Program will provide customers with prices lower than the distribution utilities’ Basic Service rate over the full term of any supply contract entered into by the Municipality. It is also the objective of the Municipality to support the development of additional renewable resources through the purchase of a higher amount of Renewable Energy Certificates (“RECs”) than required by the Commonwealth. In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities. The Municipality will comply with all requirements governing the competitive electric supply market, including notification requirements regarding a periodic change in Program price.

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, recognizing that savings cannot be guaranteed.

Standard Product: Scituate intends to offer Scituate Standard as its default product. The Scituate Standard product is expected to include RECs in an amount that is 10% greater than the minimum Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. The exact percentage of RECs to be included in Scituate Standard will be determined after the receipt of bids from Competitive Suppliers. Including additional RECs in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of renewable energy sources.

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

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

Scituate 50: For customers that want more RECs generated from renewable energy resources than is offered by Scituate Standard, this product offers up to a 50% option. The exact amount of RECs to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount less than 50% of a customer’s metered consumption, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of renewable energy sources.

Scituate 100: For customers that want more RECs generated from renewable energy resources than is offered by Scituate Standard, this product offers up

to a 100% option. The exact amount of RECs to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount less than 100% of a customer's metered consumption, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of renewable energy sources.

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

MA Class I RECs: Products with additional RECs contain RECs above that required by state law. The additional RECs qualify as MA RPS Class I eligible pursuant to 225 CMR 14.00 and include generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in one or more product options. Any charge for these RECs would be included in the product price.

Automatic Enrollment: Eligible Customers will be automatically enrolled in the Program unless they exercise their right to opt out. The Municipality defines "Eligible Customer" in the Plan at Section III(1). Customers may opt out of the Program at any time.

II. Statutory Requirements

The municipal aggregation statute, G.L. Chapter 164, Section 134, sets out the requirements that a Plan must meet in order to be approved by the Department. Those requirements include procedural requirements, specified Plan elements and substantive requirements.

1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the Plan. The Municipality satisfied the local approval requirement when the Town Meeting voted to initiate the process of municipal aggregation. Documents authorizing the

aggregation, including certifications of votes taken, are contained in the Historical Overview.

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

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

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

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

III. Elements of the Plan

General Law c. 164, section 134 requires that the Plan contain the following elements:

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

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

1. Organizational Structure

The organizational structure of Program will be as follows:

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

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Select Board or designee of the Select Board. Their responsibilities will include managing the supply procurement, developing and implementing the Education and Outreach Plan, interacting with the Local Distribution Company and monitoring the supply contract. As noted in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services for an initial term.

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

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

Eligible Customers: Eligible Customers shall include consumers of electricity located within the geographic boundaries of the municipality who are (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; or (3)

customers receiving Basic Service plus an optional “green power” product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (1) Basic Service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) Basic Service customers enrolled in a “green power” product Program that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

2. Operations

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

- Issue an RFP for power supply and select a Competitive Supplier
- Implement a public information program, including an Opt-Out Notice (“Opt-Out Notice”, “Opt-Out Notification” or “Customer Notification Letter”)
- 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 Competitive 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, Competitive Suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements 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 Competitive Suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids for a variety of term lengths (e.g., 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the Select Board shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Select Board deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Municipality conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and Competitive Supplier appropriate for its constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or Competitive 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 bid that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials. The Municipality will only enter into an ESA with a Competitive Supplier that is fully consistent with the Aggregation Plan as approved by the Department.

ii. Additional RECs

In addition to soliciting bids for power supply that meet the required Massachusetts RPS obligation, the Municipality may obtain an additional supply of RECs for its standard or optional products. It is the goal of the Municipality to promote additionality in its product offerings, thus contributing greater renewable resources to the ISO-NE grid and reducing greenhouse gas emissions. The Select Board, or their designee, will determine the appropriate amount of additional RECs to be included with the standard product and the optional products based upon their assessment of

market conditions and what would be in the best interest of customers at the time of the power supply solicitation. All RECs, above those required by the RPS, will be MA Class I eligible RECs. The Municipality may seek RECs from a variety of renewable sources and will choose the best combination of environmental benefit and price.

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

b. Implement public information program including Opt-Out Notice

Once a winning Competitive Supplier is selected, the Municipality will implement an education program as described below and further detailed in the Municipality's Education and Outreach Plan, Attachment 3.

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

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

The Education and Outreach Plan will include both broad-based efforts and an Opt-Out Notice to be mailed to every Eligible Customer. This information will be made available in the following languages: English. In addition, the opt out notification will include the Language Access Document with a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number. The Program website will have translation services that can translate the website text and Program information into more than

100 languages. The website is the primary vehicle for communicating Program information and price changes will be posted on the website with the translation function.

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

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media and the internet to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the Program and the Competitive Supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by municipal officials such as the Scituate Chamber of Commerce.
- The Municipality's website will provide basic information about the Aggregation Plan in a prominent location with a link to the Program website.
- The Program website that explains the Aggregation Plan, community benefits, and the opt-out process, and will include all Plan documents and education materials, as updated from time to time, including the Aggregation Plan as approved by the Department and the final ESA. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the Program for its duration.
- A community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community.
- An inclusion of an announcement about the aggregation on the Municipality website, the Select Board's blog and other social media.
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality to ensure they

can confidently answer any questions.

- Informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings.

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

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

ii. Opt-Out Notice

In addition to broad-based education initiatives, an Opt-Out Notice will be mailed to every Eligible Customer. The notice will have the appearance of an official communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The notice will: (1) introduce and describe the Program; (2) inform Eligible Customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out; and (4) prominently state all Program charges and compare the price and primary terms of Municipality's competitive supply to the price and terms of the current Basic Service offering provided by the Local Distribution Company. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The Competitive Supplier shall bear all expenses regarding the Opt-Out Notice. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope, a Language Access Document and a Product Summary Form for the Standard Product. Eligible Customers will have 33 days from the date of the mailing to return the reply card if they wish to opt out of the Program and the Opt-Out Notice shall identify the return date by which the reply envelope must be mailed and postmarked. The Competitive Supplier shall allow an additional 3 days from the return date for receipt of the opt-out

replies before initiating automatic enrollments in the Program. The notice will be designed by the Aggregation Consultant 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. Examples of a draft Opt-Out Notice, reply card and envelope, and Language Access Document are attached to this Plan as Exhibit B. Examples of draft Product Summary Forms are included as Exhibit D.

iii. Ongoing outreach and education

This component describes the outreach and education activities following Program launch, particularly with respect to changes in Program offerings and prices. The primary vehicle for providing continuing information will be the Program website which will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or audio impairment. Changes in prices and REC content for Program products will be communicated through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice. Quarterly disclosure labels and notices will be communicated through press releases, postings on the Municipality and Program websites, postings on social media and the Municipality bulletin board, local access TV and postings at the public libraries and Council on Aging.

iv. Limitations on Competitive Supplier Communications

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

c. Enroll Eligible Customers and provide service including quarterly notifications

After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Opt-Out Notice), the Competitive Supplier will enroll into the Program all Eligible Customers who did not opt-out. All enrollments and other transactions between the Competitive Supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of Department

regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group. Any customer who elects an optional product shall be provided a Product Summary Form for that product by the Competitive Supplier.

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

As part of its ongoing service, the Municipality will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. The Municipality requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means. On a quarterly basis the Municipality will publicize the availability of the disclosure label on the Program website with a link to download a PDF of the disclosure label along with explanatory text such as:

“Scituate Community Electricity, the Municipality’s electricity Program, has posted the latest Electricity Disclosure Label in the Resources section on the Program website. The Label provides detail on the energy mix for all Program options. The Label is updated quarterly, and the most recent Label is always available on the Program website: [URL].”

The Municipality will publicize the availability of the disclosure label using the following vehicles:

- A. Issuance of a press release with a link to the Program website
- B. Posting a notice and link on the Municipality’s website and social media accounts
- C. Posting a notice and disclosure label on the Municipality bulletin board
- D. Submitting a notice to the Municipality’s local access TV station
- E. Post a physical notice and disclosure label at the Council on Aging and the Municipality’s public library branches

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

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

d. Annual Report

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

3. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA. The primary cost will be the charges of the Competitive Supplier for the power supply. These charges will be established through the competitive solicitation for a Competitive Supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour commission fee that will be paid by the Competitive Supplier to the Aggregation Consultant, as specified in the ESA. This commission fee will cover the services of the Aggregation Consultant, including developing the Plan, managing the Department's approval process, managing the supply procurement, developing and implementing the Education and Outreach Plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This commission fee has been set at \$0.001 per kilowatt-hour. Additionally, a commission fee, equal to \$0.000025 per kWh of Participating Customers actual usage for the first twelve (12) months of the Agreement, will also be paid to the Metropolitan Area Planning Council ("MAPC") which assisted the Municipality in the development of the Program. This additional commission fee covers the MAPC's cost of project development, administration and support.

The then-current Program supply charges may be found on the Program website, electricity.scituatema.gov.

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 commission fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid or as the result of the Municipality entering into an amended or new ESA.

At least thirty days prior to the effective date of a price change for a new or amended ESA, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable Basic Service rate. Such notifications will comply with all Department language access and design requirements, and will inform Program participants that they may opt out of the Program at any time and return to Basic Service at no charge. Participating Customers currently enrolled in the standard product or in an optional product for which there is no change in the voluntary renewable energy content associated with the optional product will be automatically enrolled under the new or amended ESA. The direct mail renewal notices will be sent in a clearly marked envelope indicating that it contains important information from the Municipality regarding customer's participation in the Program. Examples of draft renewal notices are included in Exhibit C.

If the Municipality seeks to change the voluntary renewable energy content for any product, it also will notify Program participants of the change as described above. Customers enrolled in an optional opt-in product (e.g., Scituate Basic, Scituate 50 or Scituate 100) will not be automatically re-enrolled and will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be returned to Basic Service. Customers enrolled in the standard opt-out product (e.g., Scituate Standard) shall be

notified that they will be re-enrolled in the new standard product unless they opt-out.

As more fully detailed in the Education and Outreach Plan, the Program website will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or audio impairments.

If there is a change in law, due to a Regulatory Event under Article 17 of the ESA or a New Taxes under Articles 1.24, 7.4.4 and 17 of the ESA, that results in a direct, material increase in costs during the term of the ESA, the Municipality and the Competitive Supplier will negotiate a potential change in the Program price. Any resulting price change shall also be communicated to Program participants as described above. The Municipality shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided to the Department ten business days prior to notifying customers and will include copies of all media releases, postings on the Municipality and Program websites and any other communications the Municipality intends to provide to customers regarding the price change.

In the event an ESA is terminated as the result of a dispute over a Regulatory Event or New Taxes, and the Municipality does not obtain a replacement ESA, the Municipality will follow the procedures for termination of the Program under Section III (7) of the Plan. In the event the Municipality obtains a replacement ESA, it will follow the procedures for termination of the existing ESA and extension of the Program under Sections III (4) and (5) of the Plan.

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

Participants in the Program 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. At least thirty days prior to the effective date of a price change in a subsequent ESA, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable Basic Service Rate. The transfer of customers from the existing Competitive Supplier to the new Competitive Supplier will be coordinated with the Local Distribution Company 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. Current Basic Service rates can be found by visiting www.mass.gov/info-details/basic-service-information-and-rates or by calling a participant's local distribution company: Eversource at (800) 592-2000 or National Grid at (800) 322-3223.

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

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

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

7. Extensions or Termination of Program

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

Although the Municipality is not contemplating a termination date, the Program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Select Board or designee of the Select Board to dissolve the Program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative Competitive Supplier. At least thirty days prior to the termination, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notification that complies with all Department language access and design requirements. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Municipality regarding customer's participation in the Program.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Municipality will provide the Local Distribution Company notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Municipality will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, municipal office and website postings and other communications the Municipality intends to provide customers

regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

IV. Substantive Requirements

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

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

1. Universal Access

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

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

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

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

All Program Participants will have the right to opt-out of the Program at any time with no charge and may return to Basic Service at any time after Program enrollment. Customers that opt-out will have the right to return to the Program at a price that reflects market prices at the time of their return.

2. Reliability

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

3. Equitable Treatment of all Customer Classes

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

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small business, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing. While there is no penalty charge for leaving Basic Service, certain commercial customers may receive a reconciliation charge or credit upon switching from Basic Service to the Program.

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

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

- a. Eligible Customers that enroll at the Program start will receive the Program pricing for their rate class.
- b. For new Eligible Customers moving into the Municipality after Program start, the Program will distinguish between (1) new residential and small business customers, who will receive the Program pricing, and (2) all other medium, large and very large business customers, who will receive pricing based on then-current market prices at the time the customer joins the Program.

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

- a. Opt-in customers that were being served by a Competitive Supplier at Program initiation but who later join the Program will be treated the same as new customers – residential and small business customers will receive the Program pricing and (2) all other medium, large and very large business customers will pay a price based on the then-current market prices.
- b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market prices rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation Program and Basic Service of the Local Distribution Company.

As noted below, customers will receive either the Program pricing or prices based on then-current market prices. The Competitive Supplier will determine the then-current market prices, as noted below, based on current wholesale prices and its cost to serve the customer. Any market-based prices will remain effective through the remaining term of the current ESA. If the Municipality enters into a new ESA, all current customers will continue to be enrolled in the Program and receive the Program prices under the new ESA.

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

Enrollment procedures

Enrollment Scenario	Enrollment Procedures
Eligible Customers at Program launch	<p><i>All Customers</i> A Customer Notification Letter will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all Eligible Customers who did not opt out.</p>
New Eligible Customers identified after Program launch	<p><i>Residential and Small Business Customers</i> A Customer Notification Letter will be mailed to all identified new Eligible Customers after Program launch. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all new Eligible Customers who did not opt out.</p> <p><i>Medium, Large & Very Large Business Customers</i> Same as above except Customer Notification Letter will include the current market-based prices.</p>
Customers who opted out and later want to enroll	<p><i>All Customers</i> Customers may enroll in the Program by contacting Program customer support or the Competitive Supplier, who will provide the current market-based price.</p>
Customers on third-party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>All Customers</i> Customers may enroll in the Program by contacting Program customer support or the Competitive Supplier.</p>
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<p><i>All Customers</i> At least thirty days prior to the effective date of a price change under a new ESA, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable Basic Service rate, in accordance with Section III(4) above. Customers enrolled in an optional opt-in product that will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be returned to Basic Service. Customers enrolled in the standard opt-out product shall be notified that they will be re-enrolled in the new standard product unless they opt-out.</p>

Pricing

Enrollment Scenario	Pricing
Eligible Customers at Program launch	<i>All Customers</i> Program price for all product offers.
New Eligible Customers identified after Program launch	<i>Residential and Small Business Customers</i> Program price for all product offers. <i>Medium, Large & Very Large Business Customers</i> Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.
Customers who opted out and later want to enroll	<i>All Customers</i> Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.
Customers on third-party supply at Program launch who want to enroll in the Program after their supply contract ends	<i>Residential and Small Business Customers</i> Program pricing for all product offers. <i>Medium, Large and Very Large Business Customers</i> Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<i>All Customers</i> Program pricing for all product offers.

V. Planned Schedule

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

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

Customer Enrollment, Opt-Out and Opt-In Procedures

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

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

1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing Eligible Customers of the aggregation and their right to opt out and including an Opt-Out Reply Card that Eligible Customers may mail to exercise their right to opt out. The Municipality defines “Eligible Customer” in the Aggregation Plan at Section III(1). The Competitive Supplier shall provide each Eligible Customer with a pre-stamped Opt-Out Reply Envelope for return of the Opt-Out Reply Card.

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

1.2. Customer List

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

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

1.4. Customer Opt-Outs.

1.4.1. During the period of thirty-three (33) days from the date of the postmark of the Opt-Out Notice, Eligible Customers may opt out of the aggregation by mailing the

opt-out reply card to the Competitive Supplier.

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

1.5. Customer Enrollment and Commencement of Generation Service

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

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

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

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

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

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

enroll any customer where the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable.

2. New Customers

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

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

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

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

2.5. New Eligible Customers may opt-out of the Program by returning the Reply Card or by using any of the opt-out methods described in Section 3.

3. Opt-Out After Initial Enrollment

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

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

3.1.2. By calling the Local Distribution Company and requesting to be returned to

Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

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

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

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

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

4. Opt-In Procedure

4.1. Applicability

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

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

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

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

4.2. Prices

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

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

4.3. Opt-in Process.

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

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

5. Optional Products

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

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



Town of Scituate

You will be automatically enrolled in the Scituate Community Choice Electricity product, "Scituate Standard", unless you affirmatively opt out by mailing and postmarking the enclosed opt-out card by **mm/dd/2022**.

XXXX XX, 2022

Dear Scituate Electricity Customer,

The Town of Scituate is offering a program called Scituate Community Choice Electricity. The Program is a carefully designed alternative to your current electricity supply options, which includes those offered by Everource and other third-party electricity suppliers. Through the Program, Scituate aims to provide electricity products that increase our community's renewable energy use and reduce carbon pollution.

— Jane Smith, Scituate Select Board/Town Administrator

YOUR OPTIONS

Your participation in the Program is voluntary and you can leave the Program at any time without penalties or fees.

- 1 Automatically enroll in Scituate Standard, with 10% voluntary renewable energy content**

If you take no action, you will be automatically enrolled in the default product, Scituate Standard, starting on your Month 2022 meter read. The electricity supplier for the Scituate Community Electricity program is Supplier_Name.
- 2 Choose to enroll in another Scituate product with more or less renewable energy content**

To choose a different product, call the Program's electricity supplier, Supplier_Name, at (ARE) SUP-LIER, or submit a request at Electricity.ScituateMA.org
- 3 Choose to continue with Eversource Basic Service**

To remain with Eversource Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2022**:

Postmark and mail the enclosed opt-out card *or* call Supplier_Name at (ARE) SUP-LIER *or* submit the opt-out form at Electricity.ScituateMA.gov

PRODUCT SUMMARY

	Eversource Basic Service (if you opt out)	Scituate Basic	Scituate Standard (automatic)	Scituate 50	Scituate 100
Price	nn.nnn ¢/kWh - Residential nn.nnn ¢/kWh - Small Business nn.nnn ¢/kWh - Large Business*	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Voluntary Renewable Energy Content	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds 50% voluntary renewable energy (MA Class I RECs)	Adds 100% voluntary renewable energy (MA Class I RECs)
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Program cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

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. Commission fees of \$0.001 per kilowatt hour (kWh) for the aggregation consultant and \$0.000025 per kWh for the Metropolitan Area Planning Council are included in all Program rates. The Scituate Community Choice Electricity rates also include taxes which are billed as part of the power supply charge. Scituate Community Choice Electricity rates also include taxes which are billed as part of the power supply charge.

Scituate Community Choice Electricity rates apply to service beginning and ending on the days of the month that your meter is read. Rates indicated above are for Supply Services only.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This requirement includes “premium” sources, known as MA Class I, as well as other sources. For details on all required sources, see www.mass.gov/service-details/program-summaries. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
Eversource Basic Service (If you opt out)	2022	20%	31%	-	-	51%
	2023	22%	31%	-	-	53%
	2024	24%	31%	-	-	55%
Scituate Basic	2022	20%	31%	-	-	51%
	2023	22%	31%	-	-	53%
	2024	24%	31%	-	-	55%
Scituate Standard (automatic)	2022	20%	31%	10%	-	61%
	2023	22%	31%	10%	-	63%
	2024	24%	31%	10%	-	65%
Scituate 50	2022	20%	31%	50%	-	101%
	2023	22%	31%	50%	-	103%
	2024	24%	31%	50%	-	105%
Scituate 100	2022	20%	31%	100%	-	151%
	2023	22%	31%	100%	-	153%
	2024	24%	31%	100%	-	155%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

- Scituate Community Choice Electricity does not replace Eversource as your electric utility. Eversource will continue to deliver electricity, repair outages, and manage all billing.
- You can switch to a different Program supply product any time after you’ve enrolled.
- You can leave the Program any time after you have enrolled, with no early termination fees. If you leave the Program, your account(s) will be returned to Eversource’s Basic Service on the next available meter read.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource’s Basic Service, however, Large Business customers (G-2 and G-3) may receive a reconciliation charge or credit.
- **Information about Basic Service**: visit www.mass.gov/info-details/basic-service-information-and-rates, or call Eversource at (800) 592-2000.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to SupplierName via email at xxxxxx@xxxx.xxx, fax at (xxx) xxx-xxxx, or mail at XXXXXX in order to maintain their tax-exempt status.

CUSTOMER SUPPORT & MORE

For more information or customer support, please visit Electricity. ScituateMA.gov or call ARE PRO-GRAM



Town of Scituate

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XXXX XX, 2022

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— Jane Smith, Scituate Select Board /Town Administrator

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- 2 Choose to enroll in another Scituate product with more or less renewable energy content**

To choose a different product, call the Program's electricity supplier, Supplier_Name, at (ARE) SUP-LIER, or submit a request at Electricity.Scituate-MA.gov
- 3 Choose to continue with Eversource Basic Service**

To remain with Eversource Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2022**:

Postmark and mail the enclosed opt-out card *or* call Supplier_Name at (ARE) SUP-LIER *or* submit the opt-out form at Electricity.ScituateMA.gov

PRODUCT SUMMARY

	Eversource Basic Service (if you opt out)	Scituate Basic	Scituate Standard (automatic)	Scituate 50	Scituate 100
Price					
Residential & Small Business	nn.nnn ¢/kWh - Residential nn.nnn ¢/kWh - Small Business	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Large Business*	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Voluntary Renewable Energy Content	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds 50% voluntary renewable energy (MA Class I RECs)	Adds 100% voluntary renewable energy (MA Class I RECs)
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Program cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

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. Commission fees of \$0.001 per kilowatt hour (kWh) for the aggregation consultant and \$0.000025 per kWh for the Metropolitan Area Planning Council are included in all Program rates. The Scituate Community Choice Electricity rates also include taxes which are billed as part of the power supply charge.

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Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This requirement includes “premium” sources, known as MA Class I, as well as other sources. For details on all required sources, see www.mass.gov/service-details/program-summaries. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
Eversource Basic Service (If you opt out)	2022	20%	31%	-	-	51%
	2023	22%	31%	-	-	53%
	2024	24%	31%	-	-	55%
Scituate Basic	2022	20%	31%	-	-	51%
	2023	22%	31%	-	-	53%
	2024	24%	31%	-	-	55%
Scituate Standard (automatic)	2022	20%	31%	10%	-	61%
	2023	22%	31%	10%	-	63%
	2024	24%	31%	10%	-	65%
Scituate 50	2022	20%	31%	50%	-	101%
	2023	22%	31%	50%	-	103%
	2024	24%	31%	50%	-	105%
Scituate 100	2022	20%	31%	100%	-	151%
	2023	22%	31%	100%	-	153%
	2024	24%	31%	100%	-	155%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

- Scituate Community Choice Electricity does not replace Eversource as your electric utility. Eversource will continue to deliver electricity, repair outages, and manage all billing.
- You can switch to a different Program supply product any time after you’ve enrolled.
- You can leave the Program any time after you have enrolled, with no early termination fees. If you leave the Program, your account(s) will be returned to Eversource’s Basic Service on the next available meter read.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource’s Basic Service, however, Large Business customers (G-2 and G-3) may receive a reconciliation charge or credit.
- Information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call Eversource at (800) 592-2000.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to SupplierName via email at xxxxxx@xxxx.xxx, fax at (xxx) xxx-xxxx, or mail at XXXXX in order to maintain their tax-exempt status.

CUSTOMER SUPPORT & MORE

For more information or customer support, please visit Electricity.ScituateMA.gov or call ARE PRO-GRAM



Scituate Community Choice Electricity



IMPORTANT NOTICE



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

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

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

Opt-Out Reply Card



Town of Scituate
Scituate Community Choice Electricity
Program

Account number placeholder
Opt-Out code placeholder

✕ _____
Signature Date

Current Resident Name

1234 Main St
YourTown, MA 12345

Printer code placeholder

If you wish to participate in the Scituate Community Choice Electricity program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions

If you do not want to participate:

1. Sign and date this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address area on this card.

The envelope must be mailed and postmarked on or before OptOutDate in order to opt out of the Program before automatic enrollment



Town of Scituate c/o

Supplier Name

Supplier Address

[city][state], [XXXXXX]

Phone: Supplier Phone Number

Email: supplier@email.com

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

Current Resident Name

1234 Main St

YourTown, MA 12345

CUSTOMER OPT-OUT NOTIFICATION
Do not discard! This is not a solicitation! Time-sensitive notice regarding electric supply rates on behalf of the Town of Scituate.



Town of Scituate

You will be automatically renewed in the Scituate Community Choice Electricity product, “[PRODUCT NAME]”, starting on your **MONTH YEAR** meter read.

XXXXXX XX, 2024

Dear Scituate Electricity Customer,

Thank you for participating in Scituate Community Choice Electricity, the Town’s Program to provide electricity supply options to our community since YEAR. You currently receive electricity from the Program’s [PRODUCT NAME] supply product. The Town has renewed the Program with new rates [and renewable energy content] for [PRODUCT NAME].

[Insert content from Town regarding accomplishments of Program to date, including appropriate savings disclaimers if necessary...]

...
...]

— Name, Position, Town of Scituate

TO REMAIN IN THE PROGRAM

You do not need to take any action to remain in the Program. If you take no action, you will be automatically renewed in the [Product Name], starting on your MONTH YEAR meter read. The electricity supplier for the Scituate Community Choice Electricity Program is Supplier_Name.

You may choose to enroll in another Scituate Community Choice Electricity product. To do so, call the Program’s electricity supplier, Supplier_Name, at (ARE) SUP-LIER or submit a request at Electricity.ScituateMA.gov.

You may opt out of the Program and return to Eversource Basic Service. To do so, you must take one of the following actions: call Supplier_Name at (ARE) SUP-LIER or submit the opt-out form at Electricity.ScituateMA.gov.

There is never any penalty or fee to change products or leave the Program.

NEW PROGRAM SUMMARY

	Eversource Basic Service (if you opt out)	Scituate Basic	Scituate Standard (automatic)	Scituate 50	Scituate 100
Price	nn.nnn ¢/kWh - Residential nn.nnn ¢/kWh - Small Business nn.nnn ¢/kWh – Large Business*	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Voluntary Renewable Energy Content	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds 50% voluntary renewable energy (MA Class I RECs)	Adds 100% voluntary renewable energy (MA Class I RECs)
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Program cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

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. A commission fee of \$0.001 per kilowatt hour (kWh) for the aggregation consultant is included in all Program rates. The Scituate Community Choice Electricity rates also include taxes which are billed as part of the power supply charge.

Scituate Community Choice Electricity rates apply to service beginning and ending on the days of the month that your meter is read. Rates indicated above are for Supply Services only.

The optional products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of XX% renewable energy resources in 2025, XX% in 2026 and XX% in 2027. This requirement includes “premium” sources, known as MA Class I, as well as other sources. For details on all required sources, see www.mass.gov/service-details/program-summaries. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
Eversource Basic Service (If you leave program)	2025	XX%	XX%	-	-	XX%
	2026	XX%	XX%	-	-	XX%
	2027	XX%	XX%	-	-	XX%
Scituate Basic	2025	XX%	XX%	-	-	XX%
	2026	XX%	XX%	-	-	XX%
	2027	XX%	XX%	-	-	XX%
Scituate Standard (automatic)	2025	XX%	XX%	10%	-	XX%
	2026	XX%	XX%	10%	-	XX%
	2027	XX%	XX%	10%	-	XX%
Scituate 50	2025	XX%	XX%	50%	-	XXX%
	2026	XX%	XX%	50%	-	XXX%
	2027	XX%	XX%	50%	-	XXX%
Scituate 100	2025	XX%	XX%	100%	-	XXX%
	2026	XX%	XX%	100%	-	XXX%
	2027	XX%	XX%	100%	-	XXX%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

- Scituate Community Choice Electricity does not replace Eversource as your electric utility. Eversource will continue to deliver electricity, repair outages, and manage all billing.
- You can switch to a different Program supply product any time after you’ve enrolled.
- You can leave the Program with no associated early termination fees any time after you’ve enrolled. If you leave the Program, your account(s) will be returned to Eversource Basic Service on the next meter read.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource’s Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call Eversource at (800)-592-2000.
- If you are receiving electricity supply from a competitive supplier and believe you have received this letter in error, you must contact the Program’s supplier to opt out. 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 participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier_Name via email at Supplier_Tax_email or mail at Supplier_tax_mail in order to maintain their tax-exempt status.

CUSTOMER SUPPORT & MORE

For more information or customer support, please visit Electricity.ScituateMA.gov, or call (ARE) PRO-GRAM.



Town of Scituate

You must affirmatively re-enroll in the Scituate Community Choice Electricity product of your choice by mm/dd/yyyy or your account will be automatically returned to Eversource Basic Service

XXXXX XX, 2024

Dear Scituate Electricity Customer,

Thank you for participating in Scituate Community Electricity, the Town's Program to provide electricity supply options to our community since YEAR. You currently receive electricity from the Program's [PRODUCT NAME] supply product. The Town has renewed the Program with new rates [and renewable energy content] for [PRODUCT NAME].

Due to changes in the Program's electricity products, you must affirmatively re-enroll in the Program product of your choice.

[Insert content from Town regarding accomplishments of Program to date, including appropriate savings disclaimers if necessary...]

...
...]

— Name, Position, Town of Scituate

TO REMAIN IN THE PROGRAM

To remain in the Program, you must contact the Program's electricity supplier, **Supplier_Name**, to affirmatively enroll in one of the products on or before mm/dd/yyyy. Contact the supplier at (ARE) SUP-LIER or submit a request at Electricity.ScituateMA.gov.

If you take no action, you will be automatically returned to Eversource Basic Service, starting on your MONTH YEAR meter read.

There is never any penalty or fee to change products or leave the Program.

NEW PROGRAM SUMMARY

	Eversource Basic Service (if you leave the Program)	Scituate Basic	Scituate Standard	Scituate 50	Scituate 100
Price	nn.nnn ¢/kWh - Residential nn.nnn ¢/kWh - Small Business nn.nnn ¢/kWh - Large Business*	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Voluntary Renewable Energy Content	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds 50% voluntary renewable energy (MA Class I RECs)	Adds 100% voluntary renewable energy (MA Class I RECs)
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Program cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

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. A commission fee of \$0.001 per kilowatt hour (kWh) for the aggregation consultant is included in all Program rates. The Scituate Community Electricity rates also include taxes which are billed as part of the power supply charge.

Scituate Community Electricity rates apply to service beginning and ending on the days of the month that your meter is read. Rates indicated above are for Supply Services only.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of XX% renewable energy resources in 2025, XX% in 2026 and XX% in 2027. This requirement includes “premium” sources, known as MA Class I, as well as other sources. For details on all required sources, see www.mass.gov/service-details/program-summaries. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
Eversource Basic Service (If you leave Program)	2025	XX%	XX%	-	-	XX%
	2026	XX%	XX%	-	-	XX%
	2027	XX%	XX%	-	-	XX%
Scituate Basic	2025	XX%	XX%	-	-	XX%
	2026	XX%	XX%	-	-	XX%
	2027	XX%	XX%	-	-	XX%
Scituate Standard	2025	XX%	XX%	10%	-	XX%
	2026	XX%	XX%	10%	-	XX%
	2027	XX%	XX%	10%	-	XX%
Scituate 50	2025	XX%	XX%	50%	-	XXX%
	2026	XX%	XX%	50%	-	XXX%
	2027	XX%	XX%	50%	-	XXX%
Scituate 100	2025	XX%	XX%	100%	-	XXX%
	2026	XX%	XX%	100%	-	XXX%
	2027	XX%	XX%	100%	-	XXX%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts.

ANSWERS TO FREQUENTLY ASKED QUESTIONS

- Scituate Community Electricity does not replace Eversource as your electric utility. Eversource will continue to deliver electricity, repair outages, and manage all billing.
- You can switch to a different Program supply product any time after you’ve enrolled.
- You can leave the Program with no associated early termination fees any time after you’ve enrolled. If you leave the Program, your account(s) will be returned to Eversource Basic Service on the next meter read.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource’s Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call Eversource at (800)-592-2000.
- If you are receiving electricity supply from a competitive supplier and believe you have received this letter in error, you must contact the Program’s supplier to opt out. 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 participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier_Name via email at Supplier_Tax_email or mail at Supplier_tax_mail in order to maintain their tax-exempt status.

CUSTOMER SUPPORT & MORE

For more information or customer support, please visit Electricity.ScituateMA.gov, or call (ARE) PRO-GRAM.



Town of Scituate

Electric Supply Product Summary: Scituate Standard *From Scituate Community Choice Electricity*

You will receive an electric supply product from Scituate Community Choice Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This product includes 61% renewable energy resources in 2022, 63% in 2023 and 65% in 2024, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Scituate Community Choice Electricity is a Program of the Town of Scituate: Electricity.ScituateMA.gov. The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	Your electric utility is either Eversource or National Grid and your electric utility will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact your electric utility: Eversource - at (800) 592-2000, or by visiting its website at Eversource.com; National Grid – at National Grid at (800) 322-3223, or by visiting its website at NationalGrid.com.
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	



Town of Scituate

Electric Supply Product Summary: Scituate Basic *From Scituate Community Choice Electricity*

You will receive an electric supply product from Scituate Community Choice Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This product meets the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Scituate Community Choice Electricity is a Program of the Town of Scituate: Electricity.ScituateMA.gov. The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	Your electric utility is either Eversource or National Grid and your electric utility will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact your electric utility: Eversource - at (800) 592-2000, or by visiting its website at Eversource.com; National Grid – at National Grid at (800) 322-3223, or by visiting its website at NationalGrid.com.
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	



Town of Scituate

Electric Supply Product Summary: Scituate 50 *From Scituate Community Choice Electricity*

You will receive an electric supply product from Scituate Community Choice Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This product includes 101% renewable energy resources in 2022, 103% in 2023 and 105% in 2024, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Scituate Community Choice Electricity is a Program of the Town of Scituate: Electricity.ScituateMA.gov. The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	Your electric utility is either Eversource or National Grid and your electric utility will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact your electric utility: Eversource - at (800) 592-2000, or by visiting its website at Eversource.com; National Grid – at National Grid at (800) 322-3223, or by visiting its website at NationalGrid.com.
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	



Town of Scituate

From Scituate Community Choice Electricity

You will receive an electric supply product from Scituate Community Choice Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 51% renewable energy resources in 2022, 53% in 2023 and 55% in 2024. This product includes 151% renewable energy resources in 2022, 153% in 2023 and 155% in 2024, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Scituate Community Choice Electricity is a Program of the Town of Scituate: Electricity.ScituateMA.gov. The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	Your electric utility is either Eversource or National Grid and your electric utility will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact your electric utility: Eversource - at (800) 592-2000, or by visiting its website at Eversource.com; National Grid – at National Grid at (800) 322-3223, or by visiting its website at NationalGrid.com.
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	

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Introduction

As part of a municipal aggregation plan (the “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 customers and participants in advance of automatic enrollment in the municipal aggregation. Eligible Customers (as defined in Section III(1) of the Plan), including Eligible Customers 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 (the “Program”) without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide Eligible Customers with information concerning their opportunities, options and rights for participation in the Program.

The Education and Outreach Plan consists of four components:

- **Initial Outreach and Education:** This will be conducted prior to arrival of the Customer Notification Letter (or “Opt-Out Notice”) 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 Notice.
- **Customer Notification Letter** This will be mailed out to all Eligible Customers and will include information regarding the Program, how to participate and how to opt-out. The letter will include a Language Access Document, an opt-out card and a postage-paid envelope for returning the opt-out card. This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current basic service rate, how to access it and that it is available to them without penalty. The letter will include a Product Summary Form for the standard product and will also notify eligible customers that the current basic service rates can be found by visiting www.mass.gov/info-details/basic-service-information-and-rates or by calling a participant’s local distribution company: Eversource at (800) 592-2000 or National Grid at (800) 322-3223.
- **Timeline and Marketing Plan:** This component identifies the steps the Municipality will 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

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

1. Initial Outreach and Education

The initial outreach and education will provide a description of the Program for Eligible Customers and will be conducted via traditional print and TV channels, social media, a dedicated website, public presentations and personal communications to inform eligible customers about the Program and will include a toll-free number. This effort will provide specific information about the Program and increase public awareness of the goals of the Program and the opt-out notification process. The current supply prices for each Program product may be found at the Program website, electricity.scituatema.gov.

1.1 Media Outreach

Prior to the launch of the Program, the Municipality will initiate a media outreach that will include the use of local cable television shows, newspapers and social media to provide greater public education and to describe the Program, the opt-out process, the website and the toll-free telephone number. Outreach will also 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 may be used to update the media on the status of the progress of the Program.

1.2 Notices and Public Postings

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

1.3 Customer Service Center

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

1.4 Website

All information regarding the Program will be posted on the Program website. The Municipality's website will include, in a prominent location, basic information about the Program with a link to the Program website. For the duration of the Program, the CEA website will provide access to all Plan documents, as may be updated from time to time, including the approved Plan, Education Plan, opt-out documents and education materials. The Program website will have links to the website of the 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 Aggregation Consultant and/or Municipality will provide presentations to municipal officials and to interested community groups.

1.6 Outreach to Persons with Limited English Proficiency or Disabilities

The Municipality will use its Program notifications, customary media outlets and Program website to reach and educate all residents about the details of the Program, including those with limited English proficiency and disabilities. At the launch of the Program, the Municipality will include in its Customer Notification Letter a Language Access Document in the first languages of limited-English-speaking residents. The Language Access Document includes a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number. The Program website will have translation services that can translate the website text and Program information into more than 100 languages. The Program website is the primary vehicle for communicating Program information, both before and after the Program launch. At least thirty days prior to the effective date of a price change, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice containing the new price, term, fees,

renewable energy content and applicable basic service rate in compliance with all Department language access and design requirements, and that informs Program participants that they may opt out of the Program at any time and return to basic service at no charge. The Municipality will also work with individuals who need language support as those needs are identified.

The Municipality must ensure that all Eligible Customers are properly informed about their rights and obligations under the Program including those with disabilities. In addition to the Opt-Out Notice, the Municipality will use the Program website and radio advertising as well as posters and handouts to ensure effective communication with all Eligible Customers. To the extent possible public education events will be held in accessible spaces or, in the alternative, will be available on-line for the mobility impaired. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired. The Program website will include an Americans with Disabilities Act (ADA) commitment statement asking visitors to contact us to help resolve any accessibility issues on an ad hoc basis.

Assistive technologies such as TTY (TeleTYpe) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the aggregation websites will use text rich formats and .pdf files, rather than .jpeg and .png images, so that the charts can be read aloud by a computer. Images will also employ alternate text options so that every page on the website can be read out loud by a computer, leveraging assistive technology. In addition, the Program website will use WordPress, which conforms with web content accessibility guidelines and is actively working to make their Content Management System (CMS) ADA compliant. The above-described outreach efforts to educate all customers shall also apply to the Municipality's on-going outreach and education addressed in Section 4 below.

1.7 Required Disclosures and Notices

- a. Savings Not Guaranteed - Any Program materials which include the Municipalities' goals of lower cost power or cost savings, or which reference price savings, price stability, economic benefits or a like term, will also include in each instance a disclaimer that the Municipality cannot guarantee that the Aggregation Program will provide customers with prices lower than the local distribution company's basic service rate that may be in effect at any point of

time during the term of any supply contract entered into by the Municipality.

- b. Automatic Enrollment - All customer education materials (i.e., announcements, slides, scripts presentations and the Customer Notification Letter) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.
- c. Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Local Distribution Company to low-income customers are not affected by the Program.
- d. Competitive Supply Customers – To the extent the Municipality’s Program materials seek to inform competitive supply customers about the Program, it will disclose that such customers may be subject to penalties or early termination fees if they switch from competitive supply to the Program during the term of a contract with the Competitive Supplier.
- e. Price Change - At least thirty days prior to the effective date of a price change resulting from a new or amended ESA, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail renewal notice containing the new price, term, fees, renewable energy content and applicable basic service rate in compliance with all Department language access and design requirements, and that informs Program participants that they may opt out of the Program at any time and return to basic service at no charge. The renewal notices will be provided to Participating Customers as described in Section 4 below.
- f. Termination of the ESA - In the event an ESA is terminated as the result of a dispute over a Regulatory Event or New Taxes, and the Municipality does not obtain a replacement ESA, the Municipality will follow the procedures for termination of the Program under Section III (7) of the Plan. In the event the Municipality obtains a replacement ESA it will follow the procedures for termination of the existing ESA and extension of the Program under Section III (4) and (5) of the Plan.

1.8 Enrollment and Pricing

Customers will be informed of the applicable enrollment procedures and pricing both

at and after Program initiation. The following is a summary of the enrollment procedures and pricing under various scenarios.

a. Enrollment

<i>Enrollment Scenario</i>	<i>Enrollment Procedures</i>
Eligible Customers at Program launch	<i>All Customers</i> A Customer Notification Letter will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all Eligible Customers who did not opt out.
New Eligible Customers identified after Program launch	<i>Residential and Small Business Customers</i> A Customer Notification Letter will be mailed to all identified new Eligible Customers after Program launch. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all new Eligible Customers who did not opt out. <i>Medium, Large and Very Large Business Customers</i> Same as above except Customer Notification Letter will include the current market-based prices
Customers who opted out and later want to enroll	<i>All Customers</i> Customers may enroll in the Program by contacting Program customer support or the Competitive Supplier, who will provide the current market-based price.
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<i>All Customers</i> Customers may enroll in the Program by contacting Program customer support or the Competitive Supplier.

<i>Enrollment Scenario</i>	<i>Enrollment Procedures</i>
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<p><i>All Customers</i> At least thirty days prior to the effective date of a price change under a new ESA, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable Basic Service rate, in accordance with Section III(4) of the Plan and provided in Section 1.7(e) above. Customers enrolled in an optional opt-in product will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be returned to Basic Service. Customers enrolled in the standard opt-out product shall be notified that they will be re-enrolled in the new standard product unless they opt-out.</p>

b. Pricing

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

<i>Enrollment Scenario</i>	<i>Pricing</i>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>Residential and Small Business Customers</i> Program pricing for all product offers.</p> <p><i>Medium, Large and Very Large Business Customers</i> Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.</p>
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<p><i>All Customers</i> Program pricing for all product offers.</p>

1.9 Quarterly Information Disclosure

As part of its ongoing service, the Municipality will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. §11.06. The Municipality requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means. On a quarterly basis the Municipality will publicize availability of the disclosure label on the Program website with a link to download a PDF of the disclosure label along with explanatory text such as:

“Scituate Community Electricity, the Town’s electricity Program, has posted the latest Electricity Disclosure Label in the Resources section on the Program website. The Label provides detail on the energy mix for all Program options. The Label is updated quarterly, and the most recent Label is always available on the Program website: [URL].”

The Municipality will publicize the availability of the disclosure label using the following vehicles:

- i. Issuance of a press release with a link to the Program website
- ii. Posting a notice and link on the Municipality’s website and social media accounts

- iii. Posting a notice and disclosure label on the Municipality bulletin board
- iv. Submitting a notice to the Municipality's local access TV station
- v. Post a physical notice and disclosure label at the Council on Aging and the Municipality's public library branches

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

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

2. Customer Notification

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

The letter will inform Eligible Customers:

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

The Customer Notification Letter will also contain a card with a simple check off and signature line for Eligible Customers who do not wish to participate. The Language

Access Document and a Product Summary Form for the default product will also be included with the Customer Notification Letter. Eligible Customers will have 33 days from the date of the mailing to mail back the opt-out card in a preaddressed postage-paid envelope and the customer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of customers 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. The opt-out period shall end 36 days after mailing of the Opt-Out Notice and Program enrollments shall begin no sooner than 37 days after mailing of the Opt-Out Notice. New Eligible Customers moving into the Municipality after Program initiation initially will be enrolled in basic service with the Local Distribution Company. New Eligible Customers subsequently will receive the same Opt-Out Notice as other Eligible Customers. Any customer who elects an optional product shall be provided a Product Summary Form for that product by the Competitive Supplier.

Examples of a Customer Notification Letter, Language Access Document and the opt-out reply card and envelope are included as Exhibit B to the Aggregation Plan. Samples of the draft Product Summary Forms are included as Exhibit C to the Aggregation Plan. A copy of the initial Customer Notification Letter will be filed with the Director of the Consumer Division of the Department prior to the start of the opt-out period.

3. Timeline and Marketing Plan

The Marketing Plan identifies the timing and steps the Municipality will take to inform the community about the Program. The schedule is designed to work towards the estimated date when the Customer Notification Letter is scheduled to arrive in customer mailboxes.

From estimated date Customer Notification Letter arrives in customer 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
Customer help line	30	Ongoing
Mail post-card to all eligible accounts	15	
Other customer communications		Ongoing

Website Launch:

120 days before the estimated date that the Customer Notification Letter arrives in customer mailboxes. (**Attachment A-4**)

The Municipality develops and manages an informational website with features that include program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants. The online savings calculator will prominently disclose that any savings compared to Basic Service cannot be guaranteed,

Work with local media resources:

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

Area Newspapers:

The Municipality will work with area print and online newspapers, including the Scituate Mariner, the Municipality’s dominant news outlet, to disseminate accurate and timely information about the Program. As part of this targeted outreach, the Municipality may seek a meeting with the editorial board to establish a good

foundation for continued dialogue over the course of the contract. Other papers to be used may include Scituate Patch, the Patriot Ledger and the Hingham Journal.

Local Public Access Television:

The Municipality intends to work with Scituate Community TV (SCTV) to disseminate information about the Program and schedule.

Other Television and Radio Stations

Develop press releases (**Attachment A-2**) to send to other TV and radio stations such as: WSMA, 90.5 FM (Scituate); WGBH 89.7 FM Boston; WBZ TV and radio 1030 AM Boston; WBUR 90.9 FM Boston; WODS 103.3 FM Boston.

Municipal Staff

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

Active Social Media Outreach

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

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 Eligible Customers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by 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 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 Program.

In Person Presentations

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

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 customers with limited-English capabilities or disabilities that may prevent them from accessing Program information. Some of the Community-based groups identified to date which the Municipality may choose to work with include the Humarock Beach Improvement Association and the Mt. Hope Improvement Society.

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

Select Board Meetings

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

Distribute marketing materials

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

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

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

Customer Help Line

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

Establish customer help lines with the Competitive Supplier and Aggregation Consultant to answer customer inquiries.

Mail Post-Card to all eligible accounts

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

Post Card

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

Customer Notification Letter arrives
(Attachment 2, Exhibit B)

4. Ongoing Outreach and Education

The Municipality will continue outreach and education for customers after enrollment in the Program, particularly with respect to changes in offerings and prices. The types of information the Municipality will communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes.

The primary vehicle for providing continuing information will be the Program website which will include a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or audio impairment. All changes in prices and renewable energy ("REC") content for Program products will be communicated through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings

and a direct mail notice. Quarterly disclosure labels and notices will be communicated through press releases, postings on the Municipality and Program websites, postings on social media and the Municipality bulletin board, local access TV and postings at the public libraries and Council on Aging. In addition, the Municipality will use the Program website which includes a translation function to communicate with customers with limited English speaking proficiency.

The Municipality will employ additional outreach efforts which will include interviews with local media outlets, news releases in local media, notices in newspapers, public postings in municipal offices and other public buildings, and presentations to municipal officials and interested community groups. The specific additional outreach vehicles and efforts will be determined by the Municipality after launch and will depend upon the Municipality's assessment of the need and timing for such outreach. The Municipality will also continue to make available the Customer Help Line for the duration of the Program.

At least thirty days prior to the effective date of a price change for a new or amended ESA, Program participants will be informed through postings on the Program and Municipality websites, media releases, social media, a physical posting in Municipality buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable basic service rate. Such notifications will comply with all Department language access and design requirements, and will inform Program participants that they may opt out of the Program at any time and return to Basic Service at no charge. Participating Customers currently enrolled in the standard product or in an optional product for which there is no change in the REC content associated with the optional product will be automatically enrolled under the new or amended ESA. The direct mail renewal notices will be sent in a clearly marked envelope indicating that it contains important information from the Municipality regarding customer's participation in the Program. Samples of draft renewal notices are included in Exhibit D to the Aggregation Plan.

If the Municipality seeks to change the voluntary renewable energy content for any product, it also will notify Program participants of the change as described above. Customers enrolled in an optional opt-in product (will not be automatically re-enrolled and will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be returned to Basic Service. Customers enrolled in the standard opt-out product shall be notified that they will be re-enrolled in the new standard product unless they opt-out.

If, after Program launch, there is a change in law, due to a Regulatory Event under Article 17 of the ESA or a New Taxes under Articles 1.24, 7.4.4 and 17 of the ESA, that results in a direct, material increase in costs during the term of the ESA, the Municipality and the Competitive Supplier will negotiate a potential change in the Program price. Any resulting price change shall be communicated to Program participants as described above. The Municipality shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided to the Department ten business days prior to notifying customers and will include copies of all media releases, postings on the Municipality and Program websites and any other communications the Municipality intends to provide to customers regarding the price change.

The Municipality's ongoing education efforts will also include providing the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. §11.06. using the alternative disclosure strategy described in section 1.9 above. The Municipality will make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through press releases, public service announcements on cable television, and postings at municipal offices.

In addition to the specific required ongoing outreach and education efforts which will be undertaken as described above, after the Program launch the Municipality will undertake additional outreach efforts including: handing out flyers for the program at an energy or Town Day style events; issuing press releases to highlight the Municipality's goal to increase the selection of product options with more REC content; developing social media posts to increase Program awareness; distributing lawn signs to encourage enrollment in the Program or "opting up" for more RECs; and creating print materials, such as bookmarks, to promote the Program. The specific additional outreach efforts will be determined by the Municipality after launch and will depend upon the Municipality's assessment of the need and timing for such outreach.

Attachments

A-1 – Residents with Limited English Language Proficiency

*Town of Scituate
Attachment 3
Education and Outreach Plan (clean)*

*D.P.U. 20-21
Compliance Filing
Date: September 23, 2022
Hearing Officer: Goyette/Mealey*

- 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

Scituate					
Population Distribution of Limited-English Proficient Persons					
Language Spoken at Home	Scituate	% of Population over age 5	Statewide by Ability to Speak English	Speak English Very Well	Speak English Less Than Very Well
Spanish	40	0.24%	457,990	255,571	202,419
Portuguese	271	1.62%	180,975	91,774	89,201
Chinese	0	0.00%	98,735	48,962	49,773
French	31	0.18%	70,607	55,184	15,423
French Creole	0	0.00%	53,724	30,932	22,792
Italian	0	0.00%	43,184	30,625	12,559
Russian	0	0.00%	36,252	18,624	17,628
Vietnamese	0	0.00%	35,306	12,185	23,121
Greek	0	0.00%	24,700	17,804	6,896
Arabic	0	0.00%	23,620	14,575	9,045
Mon Khmer	0	0.00%	23,023	11,000	12,023
Polish	0	0.00%	21,812	13,856	7,956
German	0	0.00%	17,292	15,331	1,961
Hindi	0	0.00%	15,748	12,783	2,965
Korean	0	0.00%	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	0	0.00%	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
American Community Survey (ACS) 2010 5-year Summaries					
https://www.mass.gov/files/documents/2018/03/07/0020_appendix06-A.pdf					



FOR IMMEDIATE RELEASE

Scituate Community Choice Electricity Program: Launching MONTH 2022 with rate of \$XXX per kWh

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

“Quote from a town official”

The program will offer a standard product rate that has 10% more renewable energy certificates (RECs) than required by state law (known as MA Class I RECs).

The program will also offer three optional rates: a 50% rate with 50% more RECs than the standards set by the Commonwealth, a 100% additional renewable energy rate that includes renewable energy certificates equal to 100% of a customer's metered consumption and a rate with only the minimum amount of renewable energy certificates required by state law. The electricity rates will be fixed over the XX-month term of the electric supply agreement (ESA) from Month Year through Month Year. The Scituate CCE rates will be:

Eversource rate	National Grid rate	Scituate Standard (standard rate)	Scituate CCE optional rates		
			Scituate 50	Scituate 100	Scituate Basic
Basic service (residential customers)	Basic service (residential customers)	10% more RECs than state renewable energy certificate standards	50% more RECs than state renewable energy certificate standards	Includes RECs equal to 100% percent of energy consumption	Meets state renewable energy certificate standards
\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Duration Month - Month 2021	Duration Month Year - Month Year	<p>Duration: MONTH 2021 - Month Year</p> <p>Some additional products contain an amount of RECs above that required by state law. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within or delivered to New England.</p>			

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

The prices for all Scituate CCE offerings include a commission fee of \$0.000025/kWh for the Town's regional planning agency, the Metropolitan Area Planning Council (MAPC). This fee is to be paid to MAPC for the first year of the Program and compensates MAPC for its assistance in helping the Town initiate the Program. This fee is in addition to the commission fee of \$0.001 paid to the Town's aggregation consultant for the duration of the supply contract to cover the administrative costs of the Program.

Scituate has initiated and will continue a broad-based education and outreach effort to make residents and businesses aware of the program. The best place to find the most updated information is the aggregation website WebsiteURL.

Around MONTH, eligible residents and businesses will 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 Scituate CCE rate or how to opt-out of Scituate CCE. No action is necessary if you would like to participate in Scituate CCE's default electricity rate. All Scituate residential and business accounts on Eversource Basic Service who are eligible to participate in Scituate CCE will be automatically enrolled in the default electricity rate as of their MONTH 2021 meter read date. Anyone that does not want to participate in Scituate CCE may opt out of Scituate CCE either before the program begins or at any time during the program without penalty.

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

For more information about the program, go toWebsiteURL, or call PhoneNumber.

Contact: _____

Scituate Q&A Script

1. I received a Customer Notification Letter in the mail. Please explain what this is.

- Response will
 - Describe the Program and how it operates;
 - Identify supplier and describe the Program products;
 - Compare Program pricing to Basic Service rates and explains that savings are not guaranteed;
 - Explain basic terms and conditions of Program;
 - Explain what eligible customers will be automatically enrolled unless they opt out;
 - Tell customers how they can access Basic Service information;
 - Explain how to opt up to optional products with a higher amount of renewable energy certificates for those who are interested.

2. What is energy aggregation?

- Response will explain that:
 - State statute allows municipalities to purchase electricity on behalf of their residents;
 - Municipal officials can 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 Scituate to take part in the program? What are the benefits?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. What 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 Customer Notification Letter, website and calling the supplier, and that the optout will take effect on the next meter read. Optingout will return the customer to utility Basic Service.

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

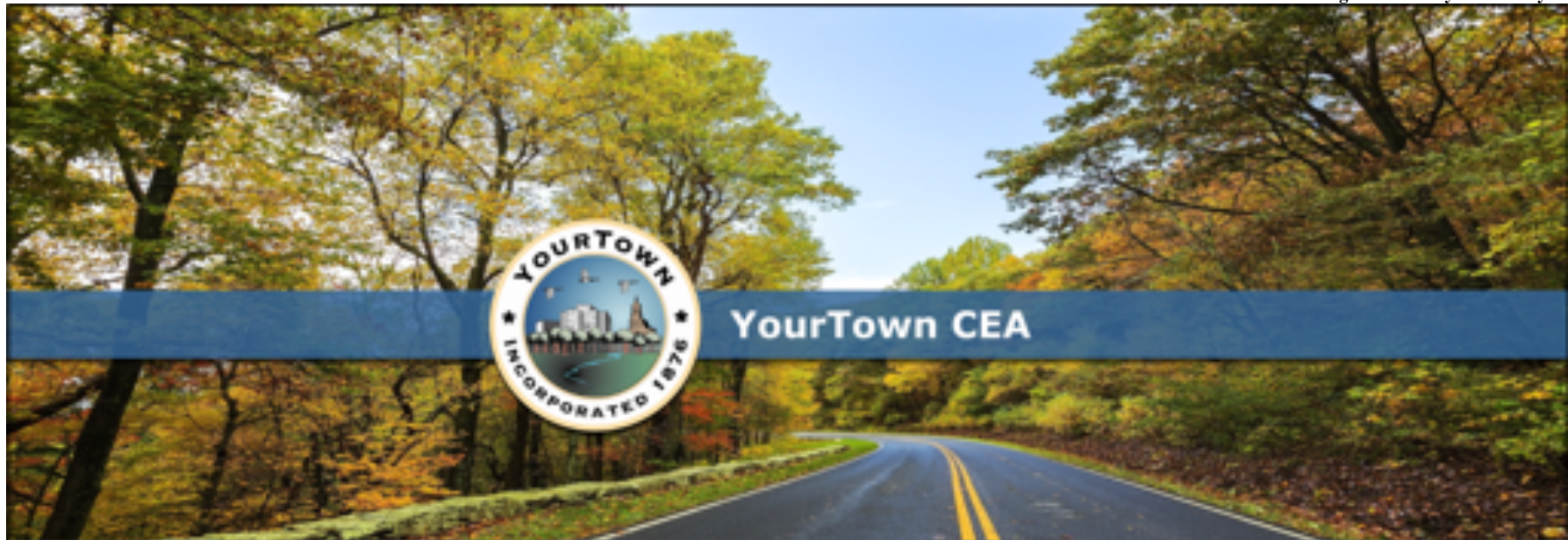
- Response will indicate that you will get a new utility account and you will receive a new Customer Notification Letter at your new address. You will be automatically enrolled if you take no action. You can proactively enroll in the aggregation program by using the website or calling the supplier once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

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

- Response will indicate you still call the utility company.

14. How can I learn more about the Program?

- Response will refer to Program website: Electricity.Scituate.MA.gov



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.

Text and image for a Facebook post

Scituate's Community Choice Electricity program starts in MONTH 2021! This is a new electricity supply program organized by the Town of Scituate. Eligible customers will receive a notice about the program in Month, including program details, information about product prices, and renewable electricity energy certificates. Customers can also choose to leave (opt out of) the program before it starts. Those who do not opt out will be automatically enrolled. Please keep an eye for the letter and share the news with your Scituate neighbors! More information on the program website WebsiteURL.



GoodEnergy

Town of Scituate



Scituate Community Choice Electricity Program Month Day, Year

Agenda

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



GoodEnergy

Electricity Choice in Massachusetts

Supply
Sources of electricity
You can choose

Delivery
Wires and poles
Always the utility

Customer
Single Bill

Scituate Community Choice Electricity (CCE)

EVERSOURCE nationalgrid

Eligible electricity customers will receive a Customer Notification package detailing the program and ways to leave the program (opt out). Eligible customers who choose not to opt out will be automatically enrolled.

3

GoodEnergy

Goals of Community Electricity Aggregation

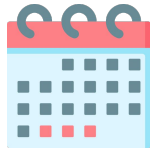
- Purchase electricity supply for more competitive rates
- Provide rate stability
- Expand consumer choice for electricity supply options
- Use and support clean energy located in or delivered to New England

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

4

Goal: Secure Competitive Pricing

Market Timing + Buying Power



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

5


Goal: Price Stability



Fixed Rate for 12 to 36 months

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

6



Goal: Expand Consumer Choice

Utility
Basic Service

Third-party
supplier*

Scituate Community Choice Electricity Program

Scituate Standard
Standard product


Scituate 50
Optional product

Scituate 100
Optional product

Scituate Basic
Optional product

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

Some optional products contain an amount of RECs above that required by the Commonwealth. The additional RECs qualify for MA Class I designation and include generation from solar, wind, anaerobic digestion, or low-impact hydro located within, or delivered to, New England.



Approve + plan

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

Review + approve

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

Regulatory + outreach


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

Launch

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

Monitor + Opt up

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



You are here

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

What to Expect with Scituate CCE

For participants in Scituate program:

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

What to Expect with Scituate CCE

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

Scituate CCE Rates

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

Standard product rate

- Scituate Standard: \$0.XXXX/kWh

Optional Rates of the Program

- Scituate 50: \$0.XXXX/kWh
- Scituate 100: \$0.XXXX/kWh
- Scituate Basic: \$0.XXXX/kWh

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

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

11

What's Next: Website

To learn more about Scituate CCE, submit questions or change your rate, go to WebsiteURL.

[Insert website screenshot]

12

What's Next: Postcard

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

[Insert website screenshot]

13

What's Next: Customer Notification

About a week after you receive the postcard, you will receive a Customer Notification package.

[Insert website screenshot]

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

14

What's Next: Customer Notification

- **To participate in the standard rate** of Scituate CCE:
 - No action
- **To leave the program**, do 1 of the following by XX/XX/YYYY:
 - Complete the opt-out form on the website WebsiteURL
 - Call the SupplierName at SupplierPhone
 - mail the enclosed opt-out card
- **To choose one of the optional rates** in Scituate CCE:
 - Fill out the enrollment form on program website WebsiteURL
 - Call the SupplierName at SupplierPhone

Eligible electricity customers will receive a Program Notification (opt-out letter) package from the program and will be automatically enrolled unless they opt out.

15

Program contacts

- Program website: WebsiteURL
 - Choose a different product
 - Opt-out of the program
 - Enroll in the program
 - Submit a question
- Program supplier: SupplierName at SupplierPhone

16

SCITUATE COMMUNITY CHOICE ELECTRICITY PROGRAM



LAUNCHING
MONTH 2021
WEBSITEURL

The Town of Scituate is launching a Community Choice Electricity (CCE) program for residents and businesses in MONTH 2021. The CCE program was approved by town meeting in 20XX. The program leverages the bulk-purchasing of electricity to provide competitively-priced options, longer term price stability and 10% more renewable energy certificates than required by the Commonwealth. Savings compared to Basic Service rates cannot be guaranteed.

Eligibility

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

How it Works

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

Benefits

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

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

LEARN MORE
WEBSITEURL
PHONENUMBER



SCITUATE

COMMUNITY CHOICE ELECTRICITY

WEBSITEURL

PHONENUMBER

SCITUATE PROUDLY ANNOUNCES

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

**To learn more about the program, visit
WebsiteURL or call PhoneNumber**

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

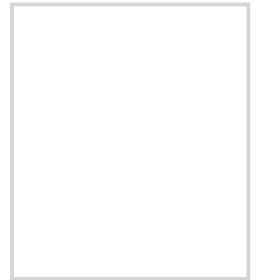


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ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ____ **day** of _____, **20XX** ("Effective Date") by and between _____ ("Competitive Supplier"), and the **Town of Scituate**, 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. 20-21;

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

1.6 Intentionally Omitted.

1.7 Intentionally Omitted.

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

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

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

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

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

supply. Eligible Customers shall exclude: (1) Basic Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service Customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

1.13 ESA - This Electric Service Agreement.

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

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

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

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

1.18 Intentionally Omitted

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

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

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

electricity distribution services in the Municipality.

1.22 NEPOOL - The New England Power Pool.

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

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

1.25 Participating Customers - Eligible Customers enrolled in the Program.

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

1.27 Plan - Community Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. 20-21. The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

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

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

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

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

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

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

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

1.34 Retail Price - As set forth in Exhibit A.

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

1.36 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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

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

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

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

2.2 NO THIRD PARTY BENEFICIARIES

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

2.3 COMPLIANCE WITH LAWS

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

2.4 CONDITIONS PRECEDENT

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

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

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

2.5 OWNERSHIP AND USE OF ELIGIBLE CUSTOMER DATA

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

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

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

3.2 NOTIFICATION TO ELIGIBLE CUSTOMERS FOR NEW AGGREGATION

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

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

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

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

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

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

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

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

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

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

3.3 NOTIFICATION TO NEW ELIGIBLE CUSTOMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of a) all consumers in the

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

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

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

3.4 NOTIFICATION TO PARTICIPATING CUSTOMERS AFTER PROGRAM LAUNCH

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

The Local Distributor or the Municipality will provide to Competitive Supplier a list of all

Participating Customers as of the Effective Date, including service and billing addresses, current Program and whether the Participating Customer is eligible for automatic renewal or must affirmatively re-enroll.

The Municipality shall specify the design and content of the Renewal Notice which may be in color and may include 2 or more pages in addition to the Product Summary Form and the Language Access Document required by the Department. Competitive Supplier shall review the Renewal Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. The Renewal Notice shall comply with all Department design and content requirements. Once the design and content of the Renewal Notice are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Participating Customer the Renewal Notice at least thirty-seven (37) days prior to the date of Service Commencement.

The Renewal Notice may differ based on the Program of the previous ESA in which the Participating Customer participates. The Renewal Notice shall:

- i) inform the Participating Customer whether they will be automatically renewed or must affirmatively re-enroll
- ii) prominently state all charges to be assessed by the Competitive Supplier;
- iii) provide a summary of the prices and terms included in Exhibit A;
- iv) fully disclose the prices and terms then being offered for Basic Service by the LDC;
- v) state how a Participating Customer may opt-out of the Program prior to renewal and return to Basic Service from the Local Distributor;
- vi) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee, charge or penalty;
- vii) identify the Service Commencement date;
- viii) include a Language Access Document as specified by the Department; and
- ix) include the Product Summary Form for the Program in which the Customer is currently participating identified in Exhibit A, consistent with Department design and content requirements

The following Participating Customers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt out:

- 1) Participating Customers on the Default Program of the previous ESA; AND
- 2) Participating Customers on an Optional Program of the previous ESA that will maintain the same voluntary REC content under this Agreement.

The following Participating Customers will, as of the Service Commencement Date, be enrolled only if each Participating Customer affirmatively notifies the Competitive Supplier of its desire to enroll in one of the Program's specified in Exhibit A:

- 1) Participating Customers on an Optional Program of the previous ESA that will

change voluntary REC content under this Agreement.

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

Previous ESA	Enrollment Requirement for this Agreement
<u>Default Program</u>	<u>Default Program</u>
[Name] – [Program Price]	Eligible for Automatic Renewal
<u>Optional Programs</u>	<u>Optional Programs</u>
[Name] – [Program Price]	[Eligible for Automatic Renewal OR Must Affirmatively Re-Enroll]
[Name] – [Program Price]	[Eligible for Automatic Renewal OR Must Affirmatively Re-Enroll]

3.5 ENROLLMENT

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

3.5.2 New Eligible Customers - If New Eligible Customers elect not to opt-out of the Program as provided in Articles 3.2 and 3.3, such New Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Eligible Customers in accordance with applicable Department and Local Distributor rules. Residential and small business New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Eligible Customers may be enrolled at a market-based price determined by the Competitive Supplier based on current wholesale prices and the Competitive Supplier’s costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.

3.5.3 Re-enrollment by Eligible Customers - At any time during this ESA, Eligible Customers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Customers at a market-based price determined by the Competitive Supplier based on current wholesale prices and the Competitive Supplier’s costs at the time the

customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.5.4 Eligible Customers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Customers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small business customers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other customers that opt-in may be enrolled at a market-based price determined by the Competitive Supplier based on current wholesale prices and the Competitive Supplier's costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the current ESA.

3.5.5 Product Summary Forms for Optional Programs – As part of enrolling any customer in an Optional Program, as identified in Exhibit A, the Competitive Supplier shall provide a Product Summary Form. The Product Summary Form shall be consistent with the design and content requirements of the Department. The Competitive Supplier shall provide the Product Summary Form as follows:

- for telephone enrollments: (1) orally, and (2) a copy must be mailed or emailed to the customer no later than seven business days after enrollment..
- for online enrollments: a copy must be mailed or emailed to the customer no later than seven business days after enrollment.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

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

4.2 TERMINATION

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

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

4.3 OBLIGATIONS UPON TERMINATION

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

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

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

4.4 EXTENSION

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

ARTICLE 5 CONTINUING COVENANTS

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

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Customers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to

the service received from Competitive Supplier. The Municipality will post Program-related information on the Municipality's website which will be available to Participating Customers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

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

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

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

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible

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

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved education materials, Opt-Out Notices, other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants. Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6,

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

5.7 COMMUNICATION OF INSERTS AND MESSAGES

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

5.8 PARTICIPATING CUSTOMER LISTS AND DPU ANNUAL REPORTS

5.8.1 Consumer Lists

To the extent not prohibited by any Governmental Rule or expressly by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Customers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive

Supplier shall provide such Participating Customer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.8.2 DPU Annual Report

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

5.9 COMPLIANCE WITH LAWS

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

5.10 CONSENT

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

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under M.G.L. c. 164, § 134 and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation

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

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

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

7.3 METERING

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

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

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

7.4.2 Billing and Payment

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

7.4.3 Regional and Local Transmission

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

7.4.4 Taxes

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

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 RENEWABLE ENERGY PORFOLIO STANDARD

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

8.2 PROVISION OF RENEWABLE ENERGY

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

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

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

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

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

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

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly Reports

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

11.1.2 Consumer-Related Data

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

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

11.1.3 Standard of Care

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

11.2 POWER SUPPLY REPORT

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

11.3 BOOKS AND RECORDS

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

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

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

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

12.1 CHOICE OF LAW AND FORUM

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

12.2 DISPUTE RESOLUTION

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

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

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

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

13.2 NOTICE OF INDEMNIFICATION CLAIMS

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

13.3 SURVIVAL

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

13.4 DUTY TO MITIGATE

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

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

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

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

applicable to it;

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

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

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

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

14.2 BY THE MUNICIPALITY

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

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

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

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

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

ARTICLE 15 INSURANCE

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

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

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

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

ARTICLE 16 CONFIDENTIALITY

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

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

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

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

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

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

ARTICLE 17 REGULATORY EVENT

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

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

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

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

18.2 DIRECT MARKETING

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

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

18.3 NOTICES

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

If to Competitive Supplier:

With copy to:

If to Municipality:

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

and

Select Board
Town of Scituate
600 Chief Justice Cushing Highway
Scituate, MA 02066
Phone: 781-545-8700
Fax: 781-545-8704
jboudreau@scituatema.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 COMMISSION FEES

The Parties acknowledge that the Price for energy as described in Exhibit A includes: a) 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; and b) a commission fee equal to \$0.000025 per kWh of Participating Consumers actual usage for the first twelve (12) months of the Agreement payable to the Metropolitan Area Planning Council (“MAPC”) to cover the MAPC’s cost of project development, administration and support. The Competitive Supplier agrees to include these 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 and to MAPC for the first twelve (12) months of the Agreement. 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 approved by the DPU. The parties recognize that the Municipality cannot enter into an ESA unless it is consistent with DPU-approved Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA. Pursuant to D.P.U. 20-19 through D.P.U. 20-24, at 39, the Municipality shall not enter into an ESA unless it is fully consistent with its

Department approved Plan and Department directives; a failure in this regard will result in termination of the Program.

18.15 ADVERTISING LIMITATIONS

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

18.16 PRESS RELEASES

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

18.17 HEADINGS AND CAPTIONS

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

18.18 SURVIVAL OF OBLIGATION

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

18.19 REMEDIES

18.19.1 General

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

18.19.2 Limitations

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

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

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

*Town of Scituate
Attachment 4
Electric Service Agreement (clean)*

*D.P.U. 20-21
Compliance Filing
September 23, 2022
Hearing Officer: Goyette/Mealey*

Dated: _____

EXHIBIT A

PRICES AND TERMS
 Community Choice Electricity Program

Retail Price by Program (applies to all rate classes)

<u>Default Program</u>	<u>Price per kWh</u>
Scituate Standard	\$ _____
<u>Optional Programs</u>	
Scituate Basic	\$ _____
Scituate 50	\$ _____
Scituate 100	\$ _____

Terms for System Supply Service

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

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

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

read.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the DOER's Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with current requirement on the Start-Up Service Date or pay all penalties imposed by the DOER related to Renewable Energy requirements. In addition to the RPS requirements, the Competitive Supplier shall include 10% additional Renewable Energy for consumers participating in the Scituate Standard program, 50% additional Renewable Energy for consumers participating in the Scituate 50 program and 100% additional Renewable Energy for consumers participating in the Scituate 100 program.

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

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

EXHIBIT B

MONTHLY REPORTS

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

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

TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code _____
Rate Name _____
Consumer _____
No Accounts _____

kWh

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

EXHIBIT C

REC PURCHASE AGREEMENT