

D.P.U. 24-39
Exhibit 1 – Plan Cover Page
Municipality: Southbridge
Consultant: Good Energy
Page #: 1 of 1
Date: March 20, 2024

Town of Southbridge
MUNICIPAL AGGREGATION PLAN



Exhibit I
March 20, 2024

EXHIBIT I - AGGREGATION PLAN TABLE OF CONTENTS

I. Overview	1
II. Process to Develop and Approve Plan	2
III. Electricity Supply Product Options	3
IV. Plan Elements	5
IV.a. Organizational Structure	5
IV.b. Operations	6
IV.c. Funding	11
IV.d. Rate Setting and Other Costs to Participants	11
IV.e. Method of Entering and Terminating Agreements with Other Entities	13
IV.f. Rights and Responsibilities of Program Participants	14
IV.g. Extensions or Termination of Program	15
IV.h. Education Plan	15
V. Substantive Requirements	15
V.a. Universal Access	15
V.b. Equitable Treatment	16
V.c. Reliability	20
VI. Planned Schedule	21

I. Overview

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

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

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

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

- Negotiating the best terms and conditions for electricity supply: It is important to note that the Program cannot guarantee prices will be lower than the National Grid Basic Service rates at all times, because Basic Service rates change frequently, and future prices are unknown.
- Using and supporting the growth of renewable electricity.
- Supporting electrification, particularly for heating and transportation currently powered by fossil fuels.

The Town of Southbridge will develop and implement the Program as described in this Plan. The Plan will comply with all requirements of the Commonwealth governing the competitive supply

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

market including notification requirements regarding periodic changes in Program price. Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

II. Process to Develop and Approve Plan

This Plan was created through the following process:

1. **Passage of authorizing resolution:** The municipal aggregation statute requires that the Town obtain approval from the local governing authorities before initiating the development of the Plan. The Town satisfied the local approval requirement when the Town Council voted to initiate the process of municipal aggregation on January 30, 2023.
2. **Signed agreement with Town’s aggregation consultant:** Southbridge selected Good Energy, L.P. (“Good Energy”) as its aggregation consultant to assist in developing this Plan, managing the supply procurement, developing, and implementing the public education plan, interacting with the Electric Distribution Company, National Grid, and monitoring the supply contract.
3. **Creation of a Draft Plan & Public Review:** Southbridge prepared a Draft Plan, including an Education Plan, Opt-Out Documents and Price Change Documents, and made it available for citizen review beginning on January 9, 2024, through February 12, 2024. The Town made a public presentation with the Program overview during the Town Council meeting. An electronic copy was available for download on the Program webpage, which was linked to from the Town of Southbridge’s homepage, starting on January 9, 2024. Printed copies were also available at the Town Hall.

The Town publicized the review period and public hearing through 1) announcement of public review period hearing posted on Town website, 2) posting on the Town’s social media page, 3) running a notice on Southbridge’s cable TV station and 4) running a legal notice on Southbridge’s local newspaper.

The Town created flyers in English and Spanish, languages most spoken by Southbridge residents. The flyers were posted on the bulletin board at the Town library and copies were sent to the Southbridge Kiva Center. The Program website also included an automatic translation feature and contained a description of the program operations and products. The content on the Program website also supported those needing audio assistance because they may prefer to read material. For those needing visual assistance, the Town posted a recording of the December 18, 2023 Town Council meeting on its Program website.

4. **Public hearing on Draft Plan:** Southbridge held a public hearing to receive

comments from the public on the Plan on February 12, 2024. Please see **Attachment B** for copies of comments received and responses from the Town.

- 5. Consultation with Department of Energy Resources & Other Parties:** The aggregation statute also requires that the Town consult with the Department of Energy Resources (“DOER”) in developing the Plan. The Town submitted a draft of the Plan to DOER in February 1, 2024, and Southbridge municipal officials and their Aggregation Consultant met with DOER to discuss that draft on February 22, 2024. Attendees at the February 22, 2024, meeting included: John D. Jovan, Jr., Town Manager, James Corcoran representing DOER, and Patrick Roche, Laura Olton and Rafidah Rahman representing Good Energy. Please see **Attachment C** for the Consultation Letter from DOER.

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

- 6. Local approval of Plan:** The Town Council approved the Plan on February 26, 2024.
- 7. Submission of Final Plan to Department of Public Utilities:** Before being implemented, the Plan must be reviewed and approved by the Department. The Department will ensure that the Program satisfies all the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

III. Electricity Supply Product Options

The Program will offer a default and optional electricity supply products. Eligible Customers are automatically enrolled in the default product unless they opt out of the Program or affirmatively choose one of the optional products.

All products will include the minimum amount of renewable energy resources as required each year by the Commonwealth of Massachusetts.² Some products will include additional renewable energy resources that exceed the minimum amount required by the Commonwealth. All purchases of additional renewable energy in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.³

² For example, in 2023, the Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources. This is comprised of 22% MA Class I sources and 37% other sources. Detail on these sources is available at <https://www.mass.gov/service-details/program-summaries>.

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

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

The choices for renewable energy may include:

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

The choices for time-varying prices may include:

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

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

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

Optional Products:

- Product with additional RECs: The Program will offer an optional product that exceeds the minimum amount of renewable energy resources required by the Commonwealth by including 100% RECs, and that will be non-time varying, called Southbridge Plus. The goal of Southbridge Plus is to provide an option with the most RECs in the Program.
- Product with no additional RECs: The Program will offer one optional product with the minimum amount of renewable energy resources required by the Commonwealth, and that is non-time varying, called Southbridge Basic. The goal of Southbridge Basic is to provide an option that costs less than the default product, Southbridge Standard.

All RECs for additional renewable energy above the minimum amount required by the

Commonwealth will qualify as Massachusetts Class I eligible pursuant to 225 CMR 14.00 which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

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

IV. Plan Elements

IV.a. Organizational Structure

The organizational structure of Program will be as follows:

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

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Town Council or their designee(s). The Aggregation Consultant’s responsibilities include assisting the Town to obtain regulatory approval of the Plan, strategizing for and managing the procurement of electricity supply, developing and implementing the public education plan, interacting with the Electric Distribution Company, monitoring the supply contract and reporting to the Town, maintaining the Program website, providing Program customer support, including addressing customer complaints, producing regulatory reports and managing supplemental filings with the Department (e.g., Plan amendments). The Town has selected Good Energy, L.P. to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power supply for the aggregation, provide customer support including staffing a toll-free number for customer questions, about billing, to enroll, change product or opt-out and to fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the constituents of the Town by the Town Council.

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

IV.b. Operations

Following approval of the Plan by the Department of Public Utilities, the key operational steps will be: 1) issue a Request for Proposals (RFP) for power supply and select a Competitive Supplier; 2) implement a public education plan for Program launch, including the Opt-Out Documents, and 3) enroll Eligible Customers and provide service, 4) provide on-going customer education, including quarterly notifications, and 5) annual reporting.

These steps are described in the sections below.

IV.b.i. Issue an RFP for power supply and select a Competitive Supplier

The Town, under the direction of the Town Council or its designee, will solicit bids from leading Competitive Suppliers, including those currently supplying municipal aggregation programs in New England and other states. In seeking bids from Competitive Suppliers, the Town may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

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

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

- Provide all-requirements power supply at a specified price
- Allow customers to exit the Program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Electric Distribution Company

Competitive Suppliers interested in responding to the RFP will be required to execute a Confidentiality Agreement. Upon execution of the Confidentiality Agreement, the Town will share available load data necessary for bidding.

Competitive Suppliers and the Town will enter into negotiations to produce ESAs acceptable to both Town and Competitive Suppliers.

The Town will solicit bids from Competitive Suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Town will request bids for a variety of term lengths, for firm pricing or pricing strategy, and for power and RECs from different sources.

The Town Council, or their designee(s), will determine the appropriate amount of RECs to be included with the default product based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time prices are set. The Town will require bidders to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System. The Town may seek bids from a variety of renewable energy sources and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Town Council shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Town Council deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Town, will evaluate the bid results.

Whether the Town conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a Competitive Supplier offer appropriate for its retail electric customers. Participation in the Buying Group shall not require the Town to select the same price, terms, or Competitive Supplier as other members of the Buying Group. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield an offer that is acceptable. The Town will only accept a bid that enables it to launch the Program with an offer that meets the criteria set by its municipal officials. The Town will only enter into an ESA with a Competitive Supplier that is fully consistent with its Department-approved Plan and Department directives.

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

Once a winning Competitive Supplier is selected, the Town will implement a public education program.

A public education plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Program, to raise awareness and provide retail electric customers with information concerning their opportunities, options, and rights for participation in the Program.

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

- Broad-based efforts: The broad-based efforts will take advantage of traditional media, online media, and events to ensure as many people as possible learn about the aggregation. See **Attachment D** for details on the broad-based efforts and an initial timeline and exemplar marketing materials.

- Opt-Out Documents: Opt-Out Documents will be mailed to every Eligible Customer. The Opt-Out Documents will have the appearance of an official communication of the Town, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Opt-Out Documents will include:
 - an Opt-Out Notice that will: (1) introduce and describe the Program; (2) inform Eligible Customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all Program charges and compare the price and primary terms of Town's competitive supply to the price and terms of the current Basic Service offering provided by the Electric Distribution Company. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The Opt-Out Notice will be made available in English.
 - the Language Access Document, which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.
 - an opt-out reply card, and
 - a postage-paid return envelope.

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

The Town has requested a waiver to label the Contract Summary Form as the Product Summary Form and to include in the Opt-Out Notice and Change Notification Letter all of the information included on the Department's Contract Summary Form. Exemplar Product Summary Forms are included in **Attachment A**. In prior Orders, the Department has granted the Town's request for a waiver of this requirement, subject to filing for final approval by the Department.

The Opt-Out Documents will be designed by the Aggregation Consultant and the Town and printed and mailed by the Competitive Supplier, who will process the opt-out replies. Eligible Customers will have 33 days from the date of mailing the Opt-Out Documents to return the reply card if they wish to opt out of the Program and the Opt-Out Notice shall identify the return date by which the reply envelope must be mailed and postmarked. The Competitive Supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program (i.e. 37 days total from mailing before enrollment).

The Program will ensure that Eligible Customers with disabilities and limited English proficiency have full access to the Program information and are informed of their rights and obligations under the Program. See **Attachment D** for detail on how the Program will reach Eligible Customers with limited English proficiency and persons with disabilities.

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

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 (i.e., Opt-Out Documents), 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.

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

IV.b.iii. Enroll customers and provide service

1. Enroll Customers: After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Opt-Out Documents), the Competitive Supplier will enroll into the Program all Eligible Customers who did not opt out. All enrollments and other transactions between the Competitive Supplier and the Electric Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

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

When new customers open an account in the Town, they will receive the Opt-Out Documents consistent with Section IV.b.ii. At the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out. New customers may proactively enroll by contacting the Program directly. Customers proactively enrolling will be sent a Program Summary Form for their product.

IV.b.iv. Provide on-going outreach and education, including quarterly disclosure labels:

The primary vehicle for providing continuing information will be the Program website which includes a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or auditory impairment. Changes in prices and REC content for Program products will be communicated through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice (See Section IV.d for changes due to a new or amended ESA, including a regulatory event

and Section IV.g. for changes due to Program termination). The Program website will be updated quarterly with the then-current large business Basic Service rates and every six months with the then-current residential and small business Basic Service rates. See **Attachment D** for additional detail regarding on-going education and outreach.

As part of its ongoing service, the Town will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. The Town requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission from the Department instead to provide the information through alternative means. The Town will make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means⁴ described below:

- Each quarter, the Town will publicize the availability of the disclosure label on the Town website with a link to download a PDF of the disclosure label along with explanatory text such as:

“Southbridge 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 details 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: www.SouthbridgeCommunityElectricity.com or by request at [Customer Support #].”

- For Quarter 1, the Town will issue a press release with a link to the Program website
- For Quarter 2, the Town will post a notice on the Town’s primary social media account
- For Quarter 3, the Town will post physical notice and disclosure label at the Ruth Anne Bleakney Senior Center, the Town’s library branches and the Town bulletin board
- For Quarter 4, the Town will submit a notice to the Town’s local access TV station

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

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

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

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

IV.b.v. Annual Report: On an annual basis, the Town will report to the Department and the DOER on the status of the Program, including the number of customers enrolled and opting-out,

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

kilowatt-hour usage, customer savings, participation in optional products, and such other information as the Department or DOER may request.

IV.c. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA. The then-current Program supply charges may be found on the Program website, www.SouthbridgeCommunityElectricity.com and on the Product Summary Forms on the Program website and by calling the Competitive Supplier.

The primary cost will be the charges of the Competitive Supplier for the power supply, which will include the cost of any additional RECs above the minimum amount of renewable energy resources required by the Commonwealth. This will also include the cost of required mailings to Eligible Customers and Participating Customers. These charges will be established through the 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 supply procurement, developing, and implementing the public education plan, providing Program support, interacting with the Electric Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set for the initial term of the Aggregation Consultant's contract at \$0.001 per kilowatt hour.

IV.d. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the Commission Fee and applicable taxes pursuant to the ESA. The Commission Fee was set through the Consultant selection process. Prices, terms, and conditions may differ among customer rate classes, which rate classes will be the same as the customer rate classes of the Electric Distribution Company. Customers will receive pricing as defined in Section V.b. Equitable Treatment of All Customer Classes. The frequency of price changes will be determined through the competitive bid process. Prices may change as specified in the winning bid or as the result of the Town entering into an amended or new ESA.

At least thirty days prior to the effective date of a price change, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content⁵ for Program products and applicable price, term, fees, and renewable energy content of their current product. Such notifications will comply with all Department language access and design requirements and will inform Program participants that they may opt

⁵ For customers enrolled in an optional opt-in product that will change voluntary renewable energy content in the new ESA, the “new price, term, fees and renewable energy content” will be National Grid Basic Service. The mailer will also include such information for the new Program products.

out of the Program at any time and return to Basic Service at no charge. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Town regarding customer's participation in the Program.

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

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

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

- **Renewal Notice:** the Renewal Notice is substantially similar to the Opt-Out Notice, particularly in that it will identify price, term and renewable energy content of the current product in which the customer is enrolled, the product into which the customer will be enrolled if the customer takes no action, and the price, term and renewable energy content of the new product or products(s) available via the Program. The Renewal Notice has two versions, one for customers that will automatically renew in their current product at the new price and one for customers that will be returned to Basic Service unless they make an affirmative selection.
- **Language Access Document,** which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.

The Program will ensure that Eligible Customers with disabilities and limited English proficiency have full access to the Program information and are informed of their rights and obligations under the Program. See **Attachment D** for detail on how the Program will reach Eligible Customers with limited English proficiency and persons with disabilities.

If there is a change in law (as defined in the ESA) that results in a direct, material increase in costs during the term of the ESA, the Town and the Competitive Supplier will negotiate a potential change in the Program price. Any resulting price change shall also be communicated to Program participants as described in the Change Documents above. The Town shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a change in law. Such notice shall be provided to the Department no less than ten

days prior to notifying customers and will include copies of all media releases, postings on the Town and Program websites and any other communications the Town intends to provide to customers regarding the price change.

In the event an ESA is terminated as the result of a dispute over a change in law, and the Municipality does not obtain a replacement ESA, the Town will follow the procedures for termination of the Program under Section IV.G 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 this section and Section IV.g Extensions or Termination of the Program in 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 Electric 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 customers, are not impacted by the Program.

Participants in the Program will receive one bill from the Electric Distribution Company that includes both the electricity supply charge of the Competitive Supplier and the delivery charge of the Electric Distribution Company. Any applicable taxes will be billed as part of the Program's electricity supply charge. Customers that provide their Tax-Exemption Certificate to the Competitive Supplier will be exempt from the collection of applicable taxes.

IV.e. Method of Entering and Terminating Agreements with Other Entities

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

At least 90 days prior to the end of the term of the initial ESA, the Town, under the direction of the Town Council or their designee(s), will solicit bids for a new supply agreement and plans to continue the Program with the same or new Competitive Supplier.

Although the Town is not contemplating a termination date, the Program could be terminated upon the termination or expiration of the ESA without any extension or negotiation of a subsequent supply contract, or upon the decision of the Town Council to dissolve the Program effective on the end date of the existing ESA.

The Town plans to use the same process described in Section IV.b. Operations 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 or product change in a subsequent ESA, Program participants will be informed through posting on the Program and Town websites, media releases, social media, a physical posting in Town buildings

and a direct mail notice containing the new price, term, fees, renewable content and applicable price, term, fees and renewable energy content of their current product, as described in Section IV.e. Rate Setting & Other Costs to Participants. The Town will satisfy all notice requirements established by the Department for price and product changes, including any timing and mailing requirements. The transfer of customers from the existing supplier to the new supplier will be coordinated with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols.

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

IV.f. Rights and Responsibilities of Program Participants

All participants will receive all-requirements power supply, as noted in Section IV.b.iii. All participants will have the right to opt out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting the Electric Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another Competitive Supplier.

All participants may change Program products at any time, without penalty, by contacting Program customer support or the Competitive Supplier

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

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

Participants will be notified of any price, product or Competitive Supplier changes as described in Section IV.d. Rate Setting & Other Costs to Participants.

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

IV.g. Extensions or Termination of Program

In the event of termination, customers would return to the Basic Service of the Electric Distribution Company, unless they choose an alternative Competitive Supplier.

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

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

IV.h. Education Plan

Please see **Attachment D** for the Town's education plan.

V. Substantive Requirements

V.a. Universal access

The Plan provides for universal access by guaranteeing that all customer classes will be included

in the Program under equitable terms.

All electricity customers in the Town will have access to the Program and they may join the Program either through the opt-out process or opt-in process described in Section V.b. Equitable Treatment of All Customer Classes and receive the pricing as described in Section V.b Equitable Treatment of All Customer Classes.

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

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

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

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

V.b. Equitable treatment of all customer classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department has determined that this does not mean that all customers must be treated “equally,” but rather that similarly situated classes be treated “equitably.” In particular, the Department has allowed variations in pricing and terms and conditions among customer rate 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 rate classes (residential, small, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer rate classes the Electric Distribution Company uses for the Basic Service pricing. While there is no penalty charge for leaving Basic Service, certain business 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 default product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

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

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

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 remainder of the current supply term. 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></p> <p>Opt-Out Documents will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out</p>

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

Enrollment Scenario	Enrollment Procedures (Continued)
All customers enrolled in the Program at the start of a new supply term, 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 or product change under a new supply term, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product, in accordance with Section IV.d above. Customers enrolled in an optional opt-in product that will change voluntary</p>

	<p>renewable energy content in the new supply term (product change) will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default opt-out product or an optional opt-in product that will maintain the same voluntary renewable energy content in the new supply term will be notified that they will be renewed in their current product under the new supply term unless they opt-out.</p>
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Pricing Summary

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

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

V.c. Reliability

Reliability has both physical and financial components. The Program will address both through the ESA with the Competitive Supplier. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The Electric Distribution Company will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA contains language addressing damages and liability. The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

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

VI. Planned Schedule

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

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier
32	Competitive Supplier notifies Electric Distribution Company to prepare retail electric customer data of the Town Begin broad-based public outreach for Program launch, including updating Program website (see Attachment D)
33	Competitive Supplier begins EDI testing with Electric Distribution Company.
44	Competitive Supplier receives retail electric customer data from Electric Distribution Company
48	Competitive Supplier, at its expense, mails Opt-Out Documents to all Eligible Customers, identifying the return date (no earlier than 33 days from mailing) by which the reply card envelopes must be postmarked by Eligible Customers electing to opt-out
51	Eligible customers receive Opt-Out Documents in the mail
63	Competitive Supplier completes EDI testing with Electric Distribution Company.
81	Return date by which Eligible Customers deciding to opt-out must postmark the reply card in a pre-paid envelope to the Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list and sends “supplier enrolls customer” EDI for all Program participants
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date