



Select Board Meeting

Monday, May 17, 2021 7:00 PM

Virtual Meeting Broadcast on Comcast Channel 22 Verizon Channel 45

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- I. **Call to Order – 7:00 P.M.**
 - II. **Opening Ceremonies**
 - A. Moment of Silence/Pledge of Allegiance
 - III. **Communications/Announcements/Liaison Reports**
 - IV. **Citizens Petitions and Presentations**

To provide public comment during Citizens Petitions and Presentations visit www.andoverma.gov/JoinSelectBoardMeeting
 - V. **Public Hearings**
 - A. Andover Community Power Aggregation Plan – (15 minutes)

Board to hold a public hearing in accordance with Section 134 of Chapter 164 of the Massachusetts General Laws on the Aggregation Plan for the Andover Community Power Program.
 - VI. **Regular Business**
 - A. Pride Month Proclamation – (10 minutes)

Board to review and consider voting to approve a Proclamation recognizing June as Pride Month, and to consider a procedure for future proclamation requests.
 - B. Affordable Property Right of First Refusal – (10 minutes)

Board to discuss and consider voting on the town's right of first refusal for an affordable unit located at 174 Haverhill Street.
 - C. Acceptance of Deed and Approval of Order of Taking for 157 Andover Street – (5 minutes)

Board to vote to accept and sign the Order of Taking and Deed for 157 Andover Street.
 - D. Vehicle for Hire Policy Amendments – 2nd Reading – (10 minutes)

Board to review and consider voting to approve amendments to the Town of Andover Rules & Regulations for Public Vehicles for Hire.
 - E. Department of Public Works Update – (10 minutes)

Director of Public Works to provide an update on the 2021 Paving Schedule.

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TOWN CLERK'S OFFICE
2021 MAY 13 PM 3:44
TOWN OF ANDOVER, MASS

VII. Consent Agenda

A. Appointments by the Town Manager

Board to vote that the following appointments by the Town Manager be approved.

Department	Name	Position	Rate/Term	Date of Hire
Information Technology	Kevin Bonnano (<i>Laura Hall</i>)	Solutions Programmer Analyst	\$68,380.43/year	5/24/2021
Police Department	Dylan Ring (<i>Matthew Hughes</i>)	Patrolman	\$54,148.49/year	6/7/2021
Community Services – Recreation	Janci Soto	Recreation Programmer	\$50,273.39/year	6/1/2021
Information Technology	Jason MacMillan	Intern	\$14.00/hour	5/24/2021
Information Technology	Sarah Rizzo	Intern	\$14.00/hour	6/1/2021
Community Services – Youth Services	Colleen Shay	Seasonal	\$13.50/hour	5/11/2021
Community Services – Youth Services	Isabel Rodenberger	Seasonal	\$13.50/hour	5/11/2021
Commission on Disability	Nancy Achin Audesse	Member	Term Expires June 30, 2024	5/17/2021

VIII. Adjourn

Pursuant to Governor Baker’s March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, and the Governor’s March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Select Board will be conducted via remote participation to the greatest extent possible. For this meeting, members of the public who wish to watch the meeting may do so in the following manner: Andover TV COMCAST CHANNEL 22 AND VERIZON CHANNEL 45.

Members of the public who wish to provide public comment on an item that is *not* on the agenda may do so by visiting www.andoverma.gov/JoinSelectBoardMeeting. They will be admitted during Citizens Petitions and Presentations.

To ask a question on particular agenda items during the regular meeting can do so by calling 311 from their landline or cell phone within the geographical boundaries of Andover or by calling 978-623-8311 from anywhere or by emailing manager@andoverma.gov. Residents are encouraged to email their questions ahead of the meeting, however, staff will be available to present the Board with questions received during the meeting. Please include your name and address with your question.

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the Town’s website an audio or video recording, transcript, or other comprehensive record of the proceedings as soon as possible after the meeting.

Exhibit 1

Municipal Aggregation Plan

All petitioners shall make a good faith effort to provide a municipal aggregation plan (including education and outreach plan and customer opt-out documents) and other supporting documents {~, model competitive electric service agreement) that are updated to incorporate the most current Department directives regarding municipal aggregation.

Attachment A	Education and Outreach Plan The education and outreach plan shall include detailed education and outreach strategies that are customized for each municipality's demographics. D.P.U. 18-133 through D.P.U. 18-144, at 27-28. In addition, the education and outreach plan must include the following information: (1) primary languages spoken by residents who self-identify as speaking English "less than very well"; (2) percentage of residents who self-identify as speaking English "less than very well" and speak each such primary language; and (3) source of the data used to identify(1) and (2), including a copy of such data.
A-1	Residents with Limited English Language Proficiency
A-2	Press Release
A-3	Website Screen Shot
A-4	Q&A Script
A-5	Social Media Outreach
A-6	PowerPoint Presentation
A-7	Brochure
A-8	Post Card

Attachment B	Customer Opt-Out Documents
B-1	Exemplar Opt-Out Notice
B-2	Exemplar Language Access Document
B-3	Exemplar Opt-Out Reply Card
B-4	Exemplar Opt-Out Reply Card Envelope

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Introduction

The Town of Andover (“Municipality”) has developed the Andover Community Power Program (the “Program”) with the goal of providing competitive choice, longer-term price stability and more renewable energy options to its residents and businesses and 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:

- It is the objective of municipal officials to promote sustainable energy through the purchase of renewable energy while at the same time providing energy at affordable levels to the residents of the Municipality. 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.
- Power supply: The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. The Municipality will only launch the aggregation when it obtains a bid that meets the criteria set by the municipal officials. In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.
- Renewable energy: The Municipality and its residents recognize the importance of developing a sustainable energy environment, reducing

greenhouse gas emissions and supporting the development of additional renewable energy generating resources.

- Municipality may support the development of additional renewable resources through the purchase and retirement of a higher amount of Renewable Energy Certificates (“RECs”) than required by the Commonwealth. For every one megawatt-hour (MWh) of renewable energy that is generated and fed onto the electricity grid, one REC is created. In order to claim the use of a certain quantity of renewable energy, one must hold and retire an equivalent quantity of RECs. Retiring a REC ensures that there can be no double counting of renewable energy (i.e., no one else may claim to use the same REC one it has been retired).
- All additional RECs are expected to 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 charge for these additional RECs would be included in the product price.
- Product options:
 - Standard Product: Andover intends to offer the Andover Standard product as its standard product. The Andover Standard product is expected to include RECs in an amount that is 15% greater than the 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 Andover 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: Andover 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:

- Andover Plus: For customers that want more RECs generated from renewable energy resources than is offered by Andover Standard, this product offers up to a 50% RECs 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. 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.
- Andover Ultimate: For customers that want more RECs generated from renewable energy resources than is offered by Andover Standard, this product offers up to a 100% RECs 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. 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.
- Andover Basic: For customers that feel the amount of RECs that meet the minimum required RPS in the Commonwealth is sufficient to fulfill their renewable energy objectives and/or for customers that desire the lowest possible price point in the Program, recognizing that the Municipality cannot guarantee savings compared to the utilities' Basic Service rates. This product offers the same amount of RECs as the Basic Service of the Local Distribution Company.
- 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.

- Automatic Enrollment: Eligible Customers will be automatically enrolled in the Program's standard product unless they exercise their right to opt out. 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. The Plan of the Municipality satisfies all of these requirements, as discussed below.

1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the plan. The Municipality satisfied the local approval requirement when 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 an aggregation plan contain the following elements:

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

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

1. Organizational Structure

The organizational structure of Program will be as follows:

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 public education plan, interacting with the Local Distribution Company and monitoring the supply contract. Through a competitive

procurement process, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power supply 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:

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

- b. Implement a public information program, including an opt-out notice
- c. Enroll customers and provide service, including quarterly notifications

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

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

- i. Power supply

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

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

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

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

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

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids

for a variety of term lengths (e.g., 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the 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 supplier appropriate for its constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials. The Municipality will only enter into an ESA with a 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 intends to solicit bids for an additional supply of RECs for its standard product and some optional products. It is the goal of the Municipality to support the development of additional renewable energy generating resources with its product offerings, thereby reducing greenhouse gas emissions. The Select Board, or their designee, will determine the appropriate amount of 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, are expected to 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. 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 supplier is selected, the Municipality will implement a public education program as described below and further detailed in the Town's Public Outreach and Education Plan, Attachment 3.

The delivery of a comprehensive and professional public 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 Public Outreach and Education Plan.

The public education 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 multiple languages where appropriate. 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 Public Outreach and Education 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 Web 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 Merrimack Valley 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 downloadable 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. 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 Good Energy and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to

protect customer privacy. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

iii. Limitations on Supplier Communications

The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send Department-approved educational materials, opt-out 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 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.

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

As part of its ongoing service, the Municipality will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. 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, including press releases, public service announcements on cable television, postings at municipal offices or postings on the program website. The Municipality expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis, with notification to customers of the posting through the alternate means described above. 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 consumers 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 aggregation 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 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 aggregation plan, managing the Department's approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be

determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid or as the result of the Municipality entering into an amended or new ESA. Customers will be notified of price changes through media releases and postings on the aggregation web site at least 30 days prior to the effective date of the price change. As more fully detailed in the Education 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. At least 30 days prior to the implementation of any such change, the Municipality will notify customers of the change in price by issuing a media release and posting notices on the Municipality and program websites. The notice shall appear in a prominent location on the Municipality's website with a link to the aggregation website. The Municipality shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a Regulatory Event or New Taxes. Such notice shall be provided to the Department ten days prior to notifying customers and will include copies of all media releases, postings on the Municipality and Program websites and any other communications the Municipality intends to provide to customers regarding the price change.

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 aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and the delivery charge of the Local Distribution Company. Any applicable taxes will be billed as part of the Program's power supply charge.

5. Method of Entering and Terminating Agreements with Other Entities

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

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

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

6. Rights and Responsibilities of Program Participants

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

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

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

7. Extensions or Termination of Program

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. The Municipality will notify customers of a planned termination of the program through media releases and postings on the aggregation web site.

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

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

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

1. Universal Access

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

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

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

2. Reliability

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

3. Equitable Treatment of all Customer Classes

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

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small business, 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.

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 customers and b) new customers that move into the Municipality after the program start-date.

a. Eligible Customers that enroll at the Program start will receive the standard program pricing for their rate class.

b. For new Eligible Customers moving into the Municipality after Program start, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial customers, who will receive pricing based on market prices at the time the customer joins the Program.

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

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 commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates.

b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard 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.

The following is a summary of the enrollment process and pricing by customer class.

Enrollment procedures

Enrollment scenario	All Customer Classes
Eligible Customers at program launch	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	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.
Customers who opted out and later want to enroll	Customers may request enrollment by contacting program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in the program by contacting program customer support or the competitive supplier.

Pricing

Enrollment scenario	Customer Classes
Eligible Customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based price based on market conditions at the time the customer wants to enroll
New Eligible Customers identified after program launch	<i>Residential and Small C&I,</i> Standard contract pricing for all product offers. <i>Medium, Large & Very Large C&I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&I</i> Standard contract pricing for all product offers. <i>Medium, Large and Very Large C&I</i> Customers may enroll in the program by contacting program customer support or the competitive supplier.

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.

VI. Conclusion

The Andover Community Power Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of renewable energy and increased electricity choice for its residents and businesses, recognizing that savings cannot be guaranteed.

**Exhibit 1
Attachment A
Education and Outreach Plan**

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

**EDUCATION AND OUTREACH PLAN
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Attachments

- A-1 – Website Screen Shot
- A-2 – Press Release
- A-3 – Q&A Script
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- A-7- Post-Cards
- A-8 - Residents with Limited English Language Proficiency

Introduction

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

The Education and Outreach Plan consists of four components:

1. Initial Outreach and Education: This will be conducted prior to arrival of the opt-out notifications and will continue throughout the opt-out period. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components and the opt-out notification.
2. Customer Notification Letter (or Opt Out Notice): 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.
3. Timeline and Preliminary Marketing Plan: This component identifies the steps the Municipality intends to take in marketing the Program including identification of media and other community resources, examples of education and outreach documents and an expected timeframe for the outreach effort.
4. Ongoing Outreach and Education: This component describes the expected outreach and education activities following Program launch.

1. Initial Outreach and Education

The initial outreach and education will provide a description of the Program for eligible 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.

1.1 Media Outreach

Prior to the launch of the Program, the Municipality will initiate a media outreach that may 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 may also include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A news release may 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 consumer action and build awareness and understanding.

1.3 Consumer Service Center

The Program 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 Community Electricity Aggregation (CEA) website. The Municipality's website will include, in a prominent

location, basic information about the Program with a link to the CEA 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 Aggregation Plan, Education Plan, opt-out documents and education materials. The CEA website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

1.5 Public Presentations

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

1.6 Outreach to Persons with Limited English Proficiency or Disabilities

The Municipality will make reasonable efforts through 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. At the launch of the program, the Municipality will include in its Customer Notification Letter a Language Access Document in the language of limited-English speaking residents. The Language Access Document includes a message in 26 languages encouraging eligible customers to have the notification translated and providing the program website address and toll-free number. The program website will have translation services that can translate the website text and program information into more than 100 languages. The website is the primary vehicle for communicating program information, both before and after the Program launch and any price changes will be announced through media releases and posted on the website with the translation function. The Municipality will also endeavor to work with individuals who need language support as those needs are identified.

The Municipality seeks to ensure that all eligible customers are properly informed about their rights and obligations under the aggregation program including those with disabilities. In addition to the Customer Notification Letter, the Municipality plans on using 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 may be communicated in print and audio formats to provide access to both the hearing and visually impaired.

The program website will include an Americans with Disabilities Act (ADA) commitment statement asking visitors to contact us to help resolve any accessibility issues on an ad hoc basis.

Assistive technologies such as TTY (TeleTYpe) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the 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.

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. 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 consumers are not affected by the Program.
- d. Definition of Green– To the extent that program materials describe product options as offering "Green" products, such materials shall identify what constitutes a "Green" product consistent with the following definition: Products described as Green 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.”

e. 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.

f. Price Change - In the event of a price change, customers will be notified of through media releases and postings in a prominent location on the municipality and CEA websites at least 30 days prior to the effective date of the price change.

1.8 Enrollment and Pricing

Customers will be informed of the various enrollment and pricing procedures both at and after Program initiation. The following is a summary of the enrollment process and pricing by customer class.

a. Enrollment

Enrollment scenario	All Customer Classes
Eligible customers at program launch	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	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.
Customers who opted out and later want to enroll	Customers may request enrollment by contacting program customer support or the competitive supplier.
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	Customers may enroll in the program by contacting program customer support or the competitive supplier.

b. Pricing

Enrollment scenario	Customer Classes
Eligible customers at program launch	<i>All Customer Classes</i> Standard contract pricing for all product offers.
Customers who opted out and later want to enroll	<i>All Customer Classes</i> Market-based price based on market conditions at the time the customer wants to enroll
New eligible customers identified after program launch	<i>Residential and Small C&I,</i> Standard contract pricing for all product offers. <i>Medium, Large & Very Large C&I</i> Market-based price based on market conditions at the time the customer wants to enroll
Customers on third party supply at program launch who want to enroll in the program after their supply contract ends	<i>Residential and Small C&I</i> Standard contract pricing for all product offers. <i>Medium, Large and Very Large C&I</i> Customers may enroll in the program by contacting program customer support or the competitive supplier.

1.9 Quarterly Information Disclosure

As part of its ongoing service, the Municipality will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. 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, including press releases, postings at municipal offices or postings on the program website. The Municipality expects to make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described above.. The Department has granted the Town's request for a waiver from the information disclosure requirements, subject to the Town's demonstration in each Annual Report to the Department that its Competitive Supplier has provided the same information to participating consumers 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 consumers are not impacted by the aggregation program; and
- h) in languages other than English for appropriate consumer groups. (i.e., toll-free telephone number).

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. 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 consumer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of consumers will not start until three days after the date specified for the postmark of the return envelopes to allow for receipt of the opt-out cards prior to the start of automatic enrollments. New eligible customers will be enrolled in the Program in accordance with applicable Local Distribution Company rules. Upon initiation of service, these new eligible customers will receive the same consumer information as all other eligible customers.

Examples of a Customer Notification Letter, Language Access Document and the opt-out reply card and envelope are included as Attachment B 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 Preliminary Marketing Plan

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

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

Website Launch:

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

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.

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 Eagle Tribune, Andover Townsman and Andover Patch, to disseminate accurate and timely information about the aggregation program. As part of this targeted outreach to these papers, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other papers to be used may include the Boston Herald and Boston Globe.

Local Public Access Television:

The Municipality intends to work with Andover TV, the public access station, - Government (Comcast 22 and Verizon 45); Public (Comcast 8 and Verizon 47); Education (Comcast 99 and Verizon 43).

Other Television and Radio Stations

Develop press releases (Attachment A-2) to send to other TV stations such as WGBH 89.7 FM Boston; WBZ 1030 AM Boston; WBUR 90.9 FM Boston; WBZ 98.5 FM Boston; WODS 103.3 FM Boston; WXRV 92.5 FM Andover; WBMT 88.3 FM Boxford; WUML 91.5 FM Lowell; WHAV-LP 97.9 FM Haverhill; WCRB 99.5 FM Lowell;

Municipal Staff

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

Active Social Media Outreach

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

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

In concert with the communication leads of the Municipality, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in

order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Municipality staff.

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

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

In Person Presentations

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

Local Groups

Connect with local groups and associations to see if representatives of the Municipality can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with consumers with limited-English capabilities or disabilities that may prevent them from accessing Program information. Some of the Community-based groups identified to date which the Town may choose to work with include Andover Townie, Andover Townsman, Andover Cares, Andover Business Community Association (Facebook groups), the Merrimack Valley Chamber of Commerce and the American Legion.

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-6**)

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

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

Consumer Help Line

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

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

Mail Post-Card to all eligible accounts

15 days before the estimated date that the 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
(**Exhibit 1, Attachment B**)

4. Ongoing Outreach and Education

The Municipality intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program's electric supply and renewable attributes.

In addition to the websites, outreach and education may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

Attachments

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

Andover					
Population Distribution of Limited-English Proficient Persons					
Language Spoken at Home	Andover	% of Population over age 5	Statewide by Ability to Speak English	Speak English Very Well	Speak English Less Than Very Well
Spanish	278	0.90%	457,990	255,571	202,419
Portuguese	0	0.00%	180,975	91,774	89,201
Chinese	460	1.49%	98,735	48,962	49,773
French	27	0.09%	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	84	0.27%	36,252	18,624	17,628
Vietnamese	0	0.00%	35,306	12,185	23,121
Greek	46	0.15%	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	62	0.20%	17,292	15,331	1,961
Hindi	0	0.00%	15,748	12,783	2,965
Korean	117	0.38%	15,175	7,950	7,225
Japanese	25	0.08%	9,206	5,551	3,655
Tagalog	0	0.00%	8,810	6,306	2,504
Gujarati	16	0.05%	7,937	5,220	2,717
Armenian	23	0.07%	6,762	4,827	1,935
Persian	13	0.04%	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					

The Town of Andover has a population of approximately 32,945 residents and 11,929 households. Those residents within the City that speak English “less than very well” and speak another language as their primary language include Chinese (1.49%) and all others number less than 1%.

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

Source:

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

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

Included are pages for part of the introduction and pages 12, 24, 35, 43, 58, 65, 68, 72, 73 and 76 that relate directly to the Town of Andover.

TABLE 3 (continued)
Spanish-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Spanish Speakers who Speak English Less than Very Well	Percent of Spanish- Speaking Population who Speak English Less than Very Well
Millis	7285	84	1.15%
Concord	16600	188	1.13%
Avon	4165	47	1.13%
Greenfield	16576	186	1.12%
North Adams	13042	143	1.10%
Cambridge	98679	1070	1.08%
Charlton	11783	123	1.04%
Williamsburg	2518	26	1.03%
Williamstown	7633	78	1.02%
Athol	10908	110	1.01%
North Andover	26350	265	1.01%
Grafton	15981	160	1.00%
Medford	52847	525	0.99%
Russell	1526	15	0.98%
Wendell	916	9	0.98%
Charlemont	1154	11	0.95%
Millbury	12462	117	0.94%
Dedham	22931	214	0.93%
Lancaster	7364	68	0.92%
Andover	30938	278	0.90%
Berkley	6048	54	0.89%
Amherst	36594	323	0.88%
Newton	79655	701	0.88%
Winchendon	9588	82	0.86%
New Ashford	234	2	0.85%
West Bridgewater	6495	54	0.83%
Holbrook	10175	84	0.83%
Leicester	10377	85	0.82%
Beverly	37381	306	0.82%
Wellfleet	2946	23	0.78%
Mendon	5515	42	0.76%
Cheshire	3156	24	0.76%
Barnstable	43966	329	0.75%
Middlefield	405	3	0.74%

TABLE 5
Chinese-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Chinese Speakers who Speak English Less than Very Well	Percent of Chinese- Speaking Population who Speak English Less than Very Well
Quincy*	86665	7393	8.53%
Malden*	54964	3901	7.10%
Lexington*	29308	815	2.78%
Brookline*	54774	1510	2.76%
Boxborough*	4671	123	2.63%
Belmont*	22918	587	2.56%
Newton*	79655	1806	2.27%
Boston*	571519	12769	2.23%
Shrewsbury*	32501	722	2.22%
Westborough*	17205	380	2.21%
Wayland*	12278	258	2.10%
Randolph*	29839	620	2.08%
Weston*	10816	206	1.90%
Winchester*	19585	368	1.88%
Amherst*	36594	686	1.87%
Acton*	20166	371	1.84%
Northborough*	13430	231	1.72%
Medford*	52847	888	1.68%
Sharon*	16542	257	1.55%
Westford*	20170	312	1.55%
Waltham*	56753	871	1.53%
Bedford*	12268	188	1.53%
Andover*	30938	460	1.49%
Arlington*	39792	584	1.47%
Wellesley*	25977	376	1.45%
Carlisle*	4609	64	1.39%
Cambridge*	98679	1368	1.39%
Braintree*	33208	445	1.34%
Burlington*	22636	303	1.34%
Sunderland*	3600	43	1.19%
Canton*	19658	221	1.12%
Watertown*	29809	314	1.05%
Chelmsford*	31574	307	0.97%

TABLE 8 (continued)
Russian-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Russian Speakers who Speak English Less than Very Well	Percent of Russian- Speaking Population who Speak English Less than Very Well
Orange*	7317	29	0.40%
Middleton*	8354	32	0.38%
Dedham*	22931	87	0.38%
Beverly*	37381	139	0.37%
Melrose*	24994	89	0.36%
Shrewsbury*	32501	114	0.35%
Egremont*	1153	4	0.35%
Townsend*	8169	28	0.34%
Longmeadow*	14807	50	0.34%
Westwood*	13475	45	0.33%
Arlington*	39792	124	0.31%
Wayland*	12278	38	0.31%
Nahant*	3370	10	0.30%
Norwood	26625	74	0.28%
Andover	30938	84	0.27%
West Bridgewater	6495	16	0.25%
Northbridge	14059	34	0.24%
Winchester	19585	47	0.24%
Worcester	168924	394	0.23%
Quincy	86665	198	0.23%
Wales	1800	4	0.22%
Ayer	6990	15	0.21%
Chelmsford	31574	66	0.21%
Waltham	56753	118	0.21%
Springfield	141271	290	0.21%
Westborough	17205	35	0.20%
Milford	25771	52	0.20%
Attleboro	40417	80	0.20%
Belmont	22918	45	0.20%
Cambridge	98679	193	0.20%
Harwich	11596	22	0.19%
Falmouth	30456	57	0.19%
Seekonk	13051	24	0.18%
Wilmington	20524	37	0.18%

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

Municipality	Total Population Age 5 and older	Number of French Speakers who Speak English Less than Very Well	Percent of French- Speaking Population who Speak English Less than Very Well
North Reading	13418	15	0.11%
Harvard	6276	7	0.11%
Gloucester	27947	31	0.11%
Auburn	15475	17	0.11%
Hull	10039	11	0.11%
Conway	1826	2	0.11%
Marshfield	23534	24	0.10%
Lynnfield	11061	11	0.10%
Westborough	17205	16	0.09%
Newburyport	16279	15	0.09%
Swampscott	13334	12	0.09%
East Longmeadow	14649	13	0.09%
Andover	30938	27	0.09%
Kingston	11614	10	0.09%
Brookline	54774	45	0.08%
Uxbridge	12379	10	0.08%
Ashland	14904	12	0.08%
Charlton	11783	9	0.08%
Reading	22945	17	0.07%
Ludlow	20484	15	0.07%
Arlington	39792	29	0.07%
Millbury	12462	9	0.07%
Braintree	33208	23	0.07%
Marlborough	35283	24	0.07%
Leicester	10377	7	0.07%
Greenfield	16576	11	0.07%
Raynham	12119	8	0.07%
Wakefield	23364	15	0.06%
Mansfield	21211	13	0.06%
Taunton	52626	32	0.06%
Hopkinton	13459	8	0.06%
Plymouth	52561	30	0.06%
Barnstable	43966	25	0.06%
Duxbury	14092	8	0.06%

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

Municipality	Total Population Age 5 and older	Number of Korean Speakers who Speak English Less than Very Well	Percent of Korean- Speaking Population who Speak English Less than Very Well
Andover*	30938	117	0.38%
Boxford*	7548	27	0.36%
New Salem*	906	3	0.33%
Carlisle*	4609	15	0.33%
Lynnfield*	11061	33	0.30%
Falmouth*	30456	90	0.30%
Northborough*	13430	39	0.29%
Lawrence*	68891	198	0.29%
Holden*	16092	46	0.29%
Ashby*	2820	8	0.28%
Danvers*	24723	62	0.25%
Wilmington*	20524	49	0.24%
Northampton*	27538	65	0.24%
Stow*	5958	14	0.23%
Orange*	7317	16	0.22%
Montague*	8051	16	0.20%
Natick*	30559	59	0.19%
Westfield*	38865	75	0.19%
Ayer*	6990	13	0.19%
Tewksbury*	27025	49	0.18%
Arlington*	39792	69	0.17%
Boston*	571519	991	0.17%
Sudbury*	16425	26	0.16%
Revere*	46830	70	0.15%
Leicester*	10377	15	0.14%
Needham*	26797	38	0.14%
Braintree*	33208	47	0.14%
Ashland*	14904	21	0.14%
Burlington*	22636	29	0.13%
Clinton*	12594	16	0.13%
Somerville*	71922	88	0.12%
Malden	54964	65	0.12%
Lowell	96640	114	0.12%
Holbrook	10175	12	0.12%

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

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

TABLE 16 (continued)
Japanese-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Japanese Speakers who Speak English Less than Very Well	Percent of Japanese- Speaking Population who Speak English Less than Very Well
Whitman*	13265	12	0.09%
Lexington*	29308	26	0.09%
Holden*	16092	14	0.09%
Hudson*	17374	15	0.09%
Andover*	30938	25	0.08%
Sharon*	16542	13	0.08%
Malden*	54964	42	0.08%
Somerville*	71922	49	0.07%
Chicopee*	52388	35	0.07%
Newburyport*	16279	10	0.06%
Yarmouth*	22915	14	0.06%
Bridgewater*	24973	15	0.06%
Newton	79655	43	0.05%
Fall River	84133	45	0.05%
Reading	22945	12	0.05%
Falmouth	30456	15	0.05%
Fairhaven	15181	7	0.05%
Shrewsbury	32501	14	0.04%
Wellesley	25977	10	0.04%
Woburn	35123	12	0.03%
Haverhill	55980	15	0.03%
Lawrence	68891	15	0.02%
Revere	46830	8	0.02%
Lynn	83408	14	0.02%
Springfield	141271	17	0.01%
New Bedford	87972	8	0.01%
Worcester	168924	11	0.01%

TABLE 18 (continued)
Gujarati-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Gujarati Speakers who Speak English Less than Very Well	Percent of Gujarati- Speaking Population who Speak English Less than Very Well
Kingston*	11614	60	0.52%
Dunstable*	2922	15	0.51%
Randolph*	29839	137	0.46%
Billerica*	37103	115	0.31%
Woburn*	35123	106	0.30%
Harwich*	11596	34	0.29%
Lowell*	96640	265	0.27%
North Andover*	26350	54	0.20%
Wilmington*	20524	35	0.17%
Westford*	20170	31	0.15%
Concord*	16600	24	0.14%
Bridgewater*	24973	35	0.14%
Easton*	21975	30	0.14%
Weymouth*	50036	65	0.13%
Malden*	54964	71	0.13%
Belmont*	22918	26	0.11%
Quincy*	86665	97	0.11%
Dracut*	27447	30	0.11%
North Reading*	13418	13	0.10%
Easthampton*	15276	14	0.09%
Cambridge*	98679	80	0.08%
Chelsea*	31003	23	0.07%
Sharon*	16542	12	0.07%
Newton*	79655	56	0.07%
Methuen*	43623	30	0.07%
Leominster*	38067	26	0.07%
Dudley*	10705	7	0.07%
Tewksbury*	27025	17	0.06%
Andover*	30938	16	0.05%
Taunton	52626	23	0.04%
Medford	52847	23	0.04%
Framingham	62890	27	0.04%
Milford	25771	11	0.04%
Braintree	33208	14	0.04%

TABLE 20 (continued)
Persian-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Persian Speakers who Speak English Less than Very Well	Percent of Persian- Speaking Population who Speak English Less than Very Well
Watertown*	29809	41	0.14%
Montague*	8051	11	0.14%
Granville*	1466	2	0.14%
Sudbury*	16425	21	0.13%
Wilbraham*	13445	16	0.12%
Peabody*	47852	56	0.12%
Wayland*	12278	14	0.11%
Franklin*	29055	31	0.11%
Natick*	30559	32	0.10%
Westwood*	13475	14	0.10%
Wellesley*	25977	24	0.09%
Lynn*	83408	73	0.09%
Chelmsford*	31574	25	0.08%
Belmont*	22918	16	0.07%
Somerville*	71922	47	0.07%
Cambridge*	98679	52	0.05%
West Springfield*	26626	14	0.05%
Mansfield*	21211	11	0.05%
Auburn*	15475	8	0.05%
Everett*	37976	19	0.05%
Northbridge*	14059	7	0.05%
Westfield*	38865	19	0.05%
Andover*	30938	13	0.04%
North Andover	26350	9	0.03%
Falmouth	30456	10	0.03%
Lexington	29308	9	0.03%
Springfield	141271	41	0.03%
Barnstable	43966	12	0.03%
Taunton	52626	12	0.02%
Braintree	33208	7	0.02%
Boston	571519	116	0.02%
Framingham	62890	11	0.02%
Quincy	86665	14	0.02%
New Bedford	87972	8	0.01%

TABLE 21
German-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of German Speakers who Speak English Less than Very Well	Percent of German-Speaking Population who Speak English Less than Very Well
Topsfield*	5766	39	0.68%
Sandisfield*	782	4	0.51%
West Newbury*	3921	20	0.51%
Plainfield*	594	3	0.51%
Wayland*	12278	50	0.41%
Egremont*	1153	4	0.35%
Harvard*	6276	19	0.30%
Princeton*	3294	9	0.27%
Marion*	4805	13	0.27%
Ashfield*	1656	4	0.24%
Carlisle*	4609	10	0.22%
Granby*	5913	12	0.20%
Andover*	30938	62	0.20%
Whitman*	13265	26	0.20%
North Adams*	13042	25	0.19%
Salisbury*	7875	15	0.19%
Hudson*	17374	32	0.18%
Middleton*	8354	15	0.18%
Orange*	7317	13	0.18%
Great Barrington*	6994	12	0.17%
Clarksburg*	1798	3	0.17%
Conway*	1826	3	0.16%
Adams*	8035	13	0.16%
Wellesley*	25977	41	0.16%
Saugus*	25123	38	0.15%
Waltham*	56753	81	0.14%
Bedford*	12268	17	0.14%
Bridgewater*	24973	34	0.14%
Whately*	1519	2	0.13%
Acton*	20166	26	0.13%
Freetown*	8421	10	0.12%
Belchertown*	13587	16	0.12%
East Bridgewater*	13050	15	0.11%
Pepperell*	10835	12	0.11%
Yarmouth*	22915	25	0.11%

TABLE 22
Armenian-Speaking LEP Population by Municipality

Municipality	Total Population Age 5 and older	Number of Armenian Speakers who Speak English Less than Very Well	Percent of Armenian-Speaking Population who Speak English Less than Very Well
Watertown*	29809	719	2.41%
Tisbury*	3739	30	0.80%
Belmont*	22918	180	0.79%
Medway*	11757	58	0.49%
Waltham*	56753	186	0.33%
Brewster*	9591	28	0.29%
Sherborn*	3852	10	0.26%
Chelsea*	31003	63	0.20%
Lexington*	29308	47	0.16%
Westwood*	13475	20	0.15%
Ashland*	14904	21	0.14%
Millis*	7285	9	0.12%
Seekonk*	13051	14	0.11%
Peabody*	47852	49	0.10%
Marlborough*	35283	36	0.10%
Cambridge*	98679	75	0.08%
Grafton*	15981	12	0.08%
Andover*	30938	23	0.07%
Amherst*	36594	27	0.07%
Mashpee*	13130	9	0.07%
Burlington*	22636	14	0.06%
Wellesley*	25977	14	0.05%
Shrewsbury*	32501	16	0.05%
Barnstable*	43966	21	0.05%
Falmouth*	30456	14	0.05%
Gloucester*	27947	11	0.04%
Newton*	79655	28	0.04%
Worcester	168924	45	0.03%
Weymouth	50036	10	0.02%
Boston	571519	108	0.02%
Brockton	86915	12	0.01%
Lowell	96640	12	0.01%
Springfield	141271	14	0.01%



FOR IMMEDIATE RELEASE

Andover Community Power Program: Launching MONTH 2021 with rate of \$XXX per kWh

Andover, MA – (DATE) – The Town of Andover announces that it will launch its electricity aggregation program, known as Andover Community Power (ACP), on MONTH, 2021. The program is designed to provide more electricity options for residents, businesses and ratepayers in Andover. The program was approved by Andover’s Town Meeting in 2020.

“Quote from a town official”

The program will offer a standard product rate that has 15% more renewable energy certificates (RECs) than required by state law (known as MA Class I RECs). Even with these extra renewable energy certificates, the standard product rate will be XX% lower than the National Grid Residential Basic Service electricity rate of \$XXX per kilowatt hour (kWh) for the X-month period Month Year through Month Year. Future savings under Andover ACP compared to the National Grid residential Basic Service rate are not guaranteed because the Basic Service rates change every six months for residential and small business accounts and every three months for large business accounts.

The program will also offer two optional rates: a 100% additional renewable energy rate 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 ACP rates will be:

National Grid rate	Andover Standard (standard rate)	ACP optional rates		
		Andover Plus	Andover Ultimate	Andover Basic
Basic service (residential customers)				
Meets state renewable energy certificate standards	15% 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
\$0.11795/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Duration January -June 2021	Duration: MONTH 2021 - Month Year			
	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.			

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.

Andover 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 program 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 Andover ACP rate or how to opt-out of ACP. No action is necessary if you would like to participate in ACP's standard electricity rate. All Andover residential and business accounts on National Grid Basic Service who are eligible to participate in ACP will be automatically enrolled in the standard electricity rate as of their MONTH 2021 meter read date. Anyone that does not want to participate in ACP may opt out of ACP 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 to WebsiteURL, or call PhoneNumber.

Contact: _____

Andover Video Script

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

- Response will:
 - Describes the program and how it operates.
 - Identifies supplier and describes program products
 - Compares Program pricing to Basic Service rates and explains that savings are not guaranteed
 - Explains basic terms and conditions of Program
 - Explains what eligible customers will be automatically enrolled unless they opt out
 - Tells customers how they can access Basic Service information
 - Explains how to opt up to optional products with higher renewable energy for those that are interested

2. What is Andover Community Power?

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

3. Who made the decision for Andover 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. 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 that allows this requires that it be an opt-out program and that you do not have to sign any contract. Highlight that you can opt-out before the program begins on MM/DD/YYYY or anytime thereafter without penalty.
 - Will also explain how to opt-up to optional products with higher renewable energy 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 default rate, as well as optional rates available. It will also explain the difference between the timing of Basic Service (changes every 3 and 6 months depending on rate class) and that there is no guarantee of savings.
7. What part of my electricity bill will be affected? Will delivery charges increase?
- Response will explain that the bill has two parts, delivery and supply, and that this only affects the supply portion. Delivery charges are not affected by the program. Also explain that utility discount programs and net metering are not affected
8. Is there a way for me to increase the amount of renewable energy that I am using?
- Response will explain the default rate, if it has extra renewable energy, and how that compares to utility Basic Service. It will also highlight the optional rates that have even more renewable energy.
9. Can you please explain how I can make a different election to the default product?
- Response will explain how to opt-up using the website or a phone call to the supplier and how that will take effect on the next meter read.
10. Can I benefit from the program without paying for any additional renewable energy?
- Response will explain the “Basic” rate that has the same amount of renewable energy as Basic Service, which is the minimum required by law. This rate is the lowest cost option in the program. We will remind them that savings compared to Basic Service cannot be guaranteed.
11. What do I do if I don’t want to be a part of the program? How do I get out of the program?

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

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

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 the Andover Community Power website: WebsiteURL

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

Andover Community Power program starts in MONTH 2021! This is a new electricity supply program organized by the Town of Andover. 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 Andover neighbors! More information on the program website [WebsiteURL](#).



GoodEnergy

Town of Andover




Andover Community Power Program Month Day, Year

1

Agenda

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



2

GoodEnergy

Electricity Choice in Massachusetts

The diagram illustrates the components of electricity choice in Massachusetts. It is structured as an equation: Supply + Delivery = Customer. Supply is represented by icons of a solar panel, a factory, and wind turbines, with the text 'Supply Sources of electricity You can choose'. Delivery is represented by icons of power lines and poles, with the text 'Delivery Wires and poles Always the utility'. Customer is represented by an icon of a house with a lightning bolt, with the text 'Customer Single Bill'. Below the Supply box, an arrow points to 'Andover Community Power (ACP)'. Below the Delivery box, an arrow points to 'nationalgrid'. At the bottom, a paragraph states: '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.' A small number '3' is in the bottom right corner.

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

3

GoodEnergy

Goals of Community Electricity Aggregation

- Competitive choice
- Longer-term price stability
- More renewable energy options

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

4

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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

5

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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

6

GoodEnergy

Goal: Expand Consumer Choice

Utility
Basic Service

Third-party
supplier*

Community Electricity Program

Andover Standard
Standard product

Andover Plus
Optional product

Andover Ultimate
Optional product

Andover 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.

7

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Approve + plan

Review + approve

Regulatory + outreach

Launch

Monitor + Opt up

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

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

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

- 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 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.

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GoodEnergy

What to Expect with ACP

For participants in Andover program:

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

9

9

GoodEnergy

What to Expect with ACP

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

10

10

GoodEnergy

ACP Rates

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

Standard product rate

- Andover Standard: \$0.XXXX/kWh

Optional Rates of the Program

- Andover Ultimate: \$0.XXXX/kWh
- Andover Plus: \$0.XXXX/kWh
- Andover 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.

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What's Next: Website

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

[Insert website screenshot]

12

12

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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

13

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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.

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GoodEnergy 


What's Next: Customer Notification

- **To participate in the standard rate of ACP:**
 - 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 ACP:**
 - 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

15

GoodEnergy 

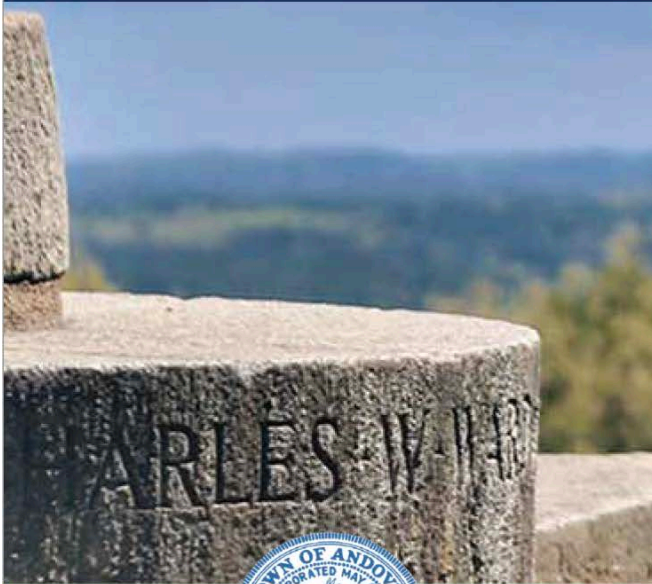
Program contacts

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

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ANDOVER COMMUNITY POWER PROGRAM



LAUNCHING
MONTH 2021
WEBSITEURL

The Town of Andover is launching the Andover Community Power (ACP) program for residents and businesses in MONTH 2021. The ACP program was approved by Town Meeting in 2020. The program leverages the bulk-purchasing of electricity to provide competitively-priced options, longer term price stability and 15% more renewable energy certificates than required by the Commonwealth. Savings compared to Basic Service rates cannot be guaranteed.

Eligibility

Most electricity customers who receive National Grid 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
- National Grid 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



ANDOVER 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 Andover Community Power (ACP) 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.

**Exhibit 1
Attachment B
Customer Opt-out Documents**

B-1	Exemplar Opt-Out Notice
B-2	Exemplar Language Access Document
B-3	Exemplar Opt-Out Reply Card
B-4	Exemplar Opt-Out Reply Card Envelope



Town of Andover Andover Community Power Program

[Date - Georgia Bold]

Dear Andover Electricity Customer,

The Town of Andover is launching Andover Community Power (ACP), which will provide new Town-vetted options for electricity supply. National Grid will continue to deliver your electricity; however, the electricity supplier was chosen by the Town of Andover through a competitive bid process that leveraged the bulk-buying power of our community, understanding that future savings cannot be guaranteed.

You will be automatically enrolled in the ACP product, “DefaultProduct,” as of your MONTH YEAR electricity meter read, unless you choose one of our optional products or choose to opt out.

To opt out and avoid automatic enrollment in the Andover Community Power program, you must do one of the following before [month/day/year]:



mail and postmark the enclosed opt-out card

OR



call SupplierName at SupplierPhone

OR



submit the opt-out form at WebsiteURL.

Participants may also opt out of ACP at any time during the Program without penalty. Please read further to learn more about ACP!

— Jane Smith, Andover Board of Selectmen/Town Administrator

ANDOVER COMMUNITY POWER GOALS



Renewable Energy

ACP's standard product includes fifteen percent (15%) more renewable energy certificates, known as Massachusetts Class I RECs, than required by the Commonwealth. This means you are helping to support the growth of renewable energy in our region. Optional products that include a higher amount of renewable energy certificates are also available and described below.



Electricity Choice

ACP offers four different electricity supply choices with different levels of renewable energy certificates to match your budget and climate goals.



Competitive and Stable Prices

All ACP prices are fixed for XX months (MM-YYYY through MM-YYYY), whereas National Grid Basic Service prices change every six months for Residential and Commercial customers and every three months for Industrial customers. ACP offers options that are intended to be price competitive with National Grid Basic Service, however, **savings cannot be guaranteed**. This is because Basic Service rates are not known for the entire period of Andover's contract and may therefore be above or below ACP rates in any subsequent period.

ANDOVER COMMUNITY POWER OPTIONS

Standard Product



Andover Standard: This is the **standard product** that you will be automatically enrolled in if you do nothing. It includes fifteen percent (15%) more renewable energy certificates than required by the Commonwealth. This product helps you be a climate leader, while still focusing on competitive prices. The goal for this product is to be equal to, or lower than, average National Grid Basic Service rates over Andover's contract term. However, as future Basic Service rates are unknown, **savings cannot be guaranteed**.

Other Products

ACP also offers three optional electricity products, each with differing amounts of renewable energy certificates relative to state requirements. To enroll in any of these optional products, you must contact the supplier, SupplierName, at SupplierPhone or sign up on the program website: WebsiteURL.



Andover Ultimate: This is an **optional product**. It includes renewable energy certificates (MA Class I) equal to one hundred percent (100%) of a customer's electricity consumption. It also meets all renewable energy standards set by the Commonwealth.



Andover Plus: This is an **optional product**. It includes fifty percent (50%) more renewable energy (MA Class I) than required by the Commonwealth.



Andover Basic: This is an **optional product**. It includes the minimum amount of renewable energy certificates (MA Class I) required by the Commonwealth.

MA CLASS I RECS

The 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.



ANDOVER COMMUNITY POWER PRICING

	Electricity Supply Product	Renewable Energy Certificates (RECs)	Residential	Commercial	Industrial	Price Period
ACP	Andover Standard (standard)	15% greater than MA Class I requirements	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	Month Year - Month Year Rates apply to service beginning and ending on the days of the month that your meter is read
	Andover Plus (optional)	50% greater than MA Class I requirements	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	
	Andover Ultimate (optional)	MA Class I RECs equal to 100% of customer's metered consumption	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	
	Andover Basic (optional)	meets minimum MA Class I requirements	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	
What You Have Now	National Grid Basic Service	meets minimum MA Class I requirements	\$o.XXXXXX/kWh	\$o.XXXXXX/kWh	NEMA \$o.XXXXXX/kWh WCMA \$o.XXXXXX/kWh	Month 1, Year - Month 31, Year Residential and Commercial* Month 1, Year - Month 31, Year Industrial
<p>*No guarantee of savings. National Grid Basic Service rates for electric supply change every six months for Residential and Commercial customers, and every three months for Industrial customers. National Grid Basic Service rates may be above or below ACP rates for customers during any subsequent period. Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract.</p> <p>Rates indicated above are for Supply Services only. Commission fee for all ACP products is included in above rates. This fee is \$0.001/kWh for the aggregation consultant. ACP rates also include taxes which are billed as part of the power supply charge.</p>						

ANDOVER COMMUNITY POWER PARTICIPATION

To enroll in the ACP Standard Product, you do not need to take any action. To enroll in an optional ACP product, contact the supplier, SupplierName, or use the online form at WebsiteURL. If you don't wish to participate, mail and postmark the enclosed opt-out card on or before OptOutDate to avoid automatic enrollment in the ACP program.

Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from National Grid.

Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.

Exit Terms for Basic Service: There is no penalty charge for leaving National Grid's Basic Service, however, Industrial customers (G-2 and G-3) may receive a reconciliation charge or credit.

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 National Grid's Basic Service on the next available meter read.

How to access information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call National Grid at (800) 465-1212.

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 INFORMATION

For more information visit WebsiteURL or call SupplierPhone.


To select an optional ACP product, or to opt out of the Program, please contact SupplierName at (xxx) xxx-xxxx between 9 AM – 5 PM, email at xxxxxx@xxxx.xxx, or mail at 123 Main St Wonderland, AB, 12345.



Andover Community Power

▲ IMPORTANT NOTICE

 MUNI TOLL-FREE NUMBER

 TTY 1-800-439-2370

 WebsiteURL

The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from Town of Andover 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER आपल्या विद्युत सेवेसंबंधी. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.</p>
<p>CHINESE (TRADITIONAL)/中文 隨附以下重要通知 TOWN OF ANDOVER 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 fi sínú rẹ̀ láti ọ̀dọ̀ TOWN OF ANDOVER nípa isẹ́ iná mọ̀nà mọ̀nà rẹ̀. Túmọ̀ àkíyèsí nàà lésẹ̀kẹ̀sẹ̀. Pe nọ̀nbà nàà tàbí bẹ̀ ààyè lórí ayélujára, lókè, wò fún iranlọwọ̀.</p>
<p>HAITIAN/KREYÒL Wap jwenn yon avi enpòtan ki soti nan TOWN OF ANDOVER 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 TOWN OF ANDOVER gbasara ọrụ ọkụ eletrik gị. Tugharịa ọkwa ozigbo. Kpọọ nọmba à ma ọ bụ gaa na webusaịtị, dị n'elu, maka enyemaka.</p>

<p>VIETNAMESE/TIẾNG VIỆT Có đính kèm thông báo quan trọng từ TOWN OF ANDOVER 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 TOWN OF ANDOVER የተሰጠ ጠቃሚ ማስታወቂያ ከዚህ ጋር በአገሪነት ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። አገዛ ለማግኘት፣ ከላይ በተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድረ ገጹን ይጎብኙ።</p>
<p>RUSSIAN/РУССКИЙ Прилагается важное сообщение от TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فوراً. اتصل بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.</p>	<p>JAPANESE/日本語 TOWN OF ANDOVER 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 TOWN OF ANDOVER អំពីសេវាអគ្គិសនីរបស់អ្នក។ បកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ ហៅទៅលេខ ឬទស្សនាគេហទំព័រខាងលើ សំរាប់ជំនួយ។</p>	<p>GUJARATI/ગુજરાતી ના તરફથી મહત્વપૂર્ણ નોટિસ બિડેલ છે TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 imeambatishwa kutoka kwa TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER 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 TOWN OF ANDOVER เกี่ยวกับบริการไฟฟ้าของคุณ แปะประกาศทันที โทรไปยังหมายเลข หรือไปที่เว็บไซต์ด้านบน เพื่อขอความช่วยเหลือ</p>
<p>GREEK/ΕΛΛΗΝΙΚΑ Εσκλείεται σημαντική ειδοποίηση από TOWN OF ANDOVER 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 TOWN OF ANDOVER ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໂດຍທັນທີ. ສໍາລັບການຊ່ວຍເຫຼືອ ໂທຫາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໃນເວັບໄຊຊື່ ຢູ່ຂ້າງເທິງ.</p>

Opt-Out Reply Card



Town of Andover
Andover Community Power Program

Account number placeholder

Opt-Out code placeholder

X

Signature

Date

Current Resident Name

1234 Main St
Andover, MA 12345

Printer code placeholder

If you wish to participate in the Andover Community Power 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 Andover

c/o Supplier Name
Supplier Address
[city][state], [XXXXX]
Phone: Supplier Phone Number
Email: supplier@email.com

Presorted
Standard
U.S. Postage
Paid
XXXXX
XXX

Current Resident Name
1234 Main St
Andover, 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
Andover.

**Exhibit 2
Model Competitive Electric Service Agreement**

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SUMMARY

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ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ____ day of _____, 2021 ("Effective Date") by and between _____ ("Competitive Supplier"), and the **Town of Andover**, 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. 21-XX;

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, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Basic Service as of the Effective Date ("Basic Service Customers"), or New 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 IISO-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, commercial, 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._____. 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 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of

unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such “change” was not known or foreseeable as of the Effective Date.

1.32 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.

1.33 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. Participating Customer

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 seven (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;
- vi) include a Language Access Document as specified by the Department; and
- vii) include a reply card and postage-paid envelope that Eligible Customers may use to exercise their opt-out rights.

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 3.1, to each New Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month thereafter for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt-Out Notice shall be mailed to each such New 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 Eligible 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 ENROLLMENT

3.4.1 Participating Customers - All Participating Customers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Customers as of the Effective Date, as

well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 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 commercial New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Eligible Customers shall be enrolled at a price determined by the Competitive Supplier based on then-prevailing market conditions.

3.4.3 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 price determined by the Competitive Supplier based on then-prevailing market conditions. 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.

3.4.4 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 commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by the Competitive Supplier based on the then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate 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 Green Energy Consumers Alliance, Inc. ("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.comand

Select Board
Town Hall
36 Bartlet Street
Andover, MA
01810
(978) 623-8200

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 commission fee equal to \$0.001 (1 mil) per kWh of Participating Customers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program.

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.

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: _____

Dated: _____

EXHIBIT A

PRICES AND TERMS
 Community Electricity Aggregation Program

Retail Price by Program (applies to all rate classes)

<u>Default Program</u>	<u>Price per kWh</u>
	\$ _____
<u>Optional Programs</u>	
	\$ _____
	\$ _____

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 ___% additional Renewable Energy for consumers participating in the Local Green program and ___% additional Renewable Energy for consumers participating in the _____ Local Green 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 aggregation program after receiving an opt out notice but prior to enrollment and a list of consumers that enrolled in the aggregation program and then left the program for any reason. Competitive Supplier shall provide this list 10-business day after the close of any 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

Kathryn Forina

From: Andover Community Power <support_ma@goodenergy.com>
Sent: Wednesday, April 28, 2021 10:06 AM
To: Sustainability Aggregation Plan
Subject: Andover Community Power plan comment

Name

Kyle Oliver

Email

kfoliver@gmail.com

Comment on the Andover Community Power plan

I would love to see some discussion on a time of use (TOU) model in the power plan. If it is there, I didn't find it. National Grid has been lagging behind many of the other suppliers in this regards.

Sent from [Andover Community Power](#)

Kathryn Forina

From: Andover Community Power <support_ma@goodenergy.com>
Sent: Friday, April 30, 2021 8:58 AM
To: Sustainability Aggregation Plan
Subject: Andover Community Power plan comment

Name

Frank Penney

Email

penney.sd@gmail.com

Comment on the Andover Community Power plan

We live in Andover and have solar panels that we got two years ago, absolutely love them! How can we get more involved with this? Thank you.

Sent from [Andover Community Power](#)

From: Andover Community Power <support_ma@goodenergy.com>
Sent: Friday, May 7, 2021 9:41 AM
To: Sustainability Aggregation Plan
Subject: Andover Community Power plan comment

Name

Kevin Coffey

Email

kevin@andovergovernance.com

Comment on the Andover Community Power plan

There are already several competitive suppliers specializing in "green" electricity but, if this additional option achieves lower prices and a greater percentage of "green" power, that's great. A couple of questions:

Q1. Could you please highlight comparable achieved rate savings over time in other municipalities versus both the Basic Rate and versus the least expensive competitive supply rate available in a given time period. I.e., how much more could a diligent consumer expect to save with this type of aggregation plan?

Q2. Could you please specifically outline any and all Town resources and costs that will be required over the life of this effort? It is obvious that Good Energy stands to benefit from ongoing fee collection as a percentage of all energy costs in the program, and I am hopeful that business and residential consumers in Town will also be able to lower their billed power costs. But it would be nice to verify that none of those savings result, in effect, in tax increases due to increased Town expenditures.

From: Andover Community Power <support_ma@goodenergy.com>
Sent: Thursday, May 13, 2021 3:06 PM
To: Sustainability Aggregation Plan
Subject: Andover Community Power plan comment

Name

Jennifer Smith

Email

jbsmith@mit.edu

Comment on the Andover Community Power plan

I appreciate that the town and residents are trying to make a difference in climate change. However, I do have some concerns. I currently buy green power through National Grid who work with a non-profit. I have found this easy to do, and have been able to predict costs. I see no documentation actually giving an idea of how much this costs compared to what I pay now. Massachusetts electrical rates have gone up significantly already over the years. Hard to know what to think of new plan with no sense of what it will cost. Also, we have bad storms, particularly in the winter; National Grid has been great at restoring service plus can get crews from other areas of the country. What sort of coverage will we have with someone else? In addition, I can register that someone has critical medical machinery requiring electricity - what happens now?

Sent from [Andover Community Power](#)

PROCLAMATION

WHEREAS: The Andover Select Board recognizes and proclaims the month of June 2021 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month throughout Andover; and

WHEREAS: Andover recognizes that all human beings are born free and equal in dignity and rights. LGBTQ+ individuals have had immeasurable impact to the cultural, civic and economic successes of our town; and

WHEREAS: Andover is committed to supporting visibility, dignity and equality for LGBTQ+ people in our diverse community; and

WHEREAS: Celebrating Pride Month influences awareness and provides support and advocacy for Andover's LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, eliminate prejudice and advance equal rights.

NOW, THEREFORE: We, the Town of Andover Select Board hereby issues this Proclamation and declares June 2021 LGBTQ+ Pride Month in the Town of Andover and urge all residents to take part in this observance.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of the Town of Andover to be affixed this seventeenth day of May in the year two thousand twenty-one.

Annie Gilbert, Chair

Christian C. Huntress, Vice-Chair

Alexander J. Vispoli, Clerk

Laura M. Gregory, Member

Richard T. Howe, Member



TOWN OF ANDOVER

Town Offices
Planning Division
36 Bartlet Street
Andover, MA 01810
(978) 623-8650

May 3, 2021

Re: 174 Haverhill Street, Unit 317 Right of First Refusal

Dear Select Board,

When an affordable unit becomes available for resale, in some circumstances, the Town of Andover has the Right of First Refusal as is the case with 174 Haverhill Street, Unit 317 (a one bedroom unit at Coachman's Ridge that will be sold for \$150,700).

At this time, it is the Planning Division's recommendation to try to find an eligible buyer for the unit instead of exercising the Town's Right of First Refusal. One reason being, there are not sufficient funds in the Housing Trust Fund account. The second reason being, we have been successful in the past, working with Andover Community Trust (ACT) and Citizens' Housing and Planning Association (CHAPA) to find an eligible buyer.

If you have any questions, feel free to reach out anytime.

Sincerely,

Lisa Schwarz, AICP



March 31, 2021

President
Amy Schectman

Town of Andover
Select Board
Annie Gilbert, Chair
36 Bartlet Street
Andover, MA 01810

Vice President
Felicia Jacques

Vice President
Charleen Regan

Dear Ms. Gilbert:

Treasurer
Ken Willis

This letter is sent to the Town of Andover on behalf of the current owner of an affordable property under Chapter 40B to inform you of the owner's intent to sell the affordable property. The property is located at 174 Haverhill Street, Unit 317 and is part of Coachman's Ridge, a Chapter 40B project for which Citizens' Housing and Planning Association (CHAPA) serves as the Monitoring Agent.

Clerk
Naomi Sweitzer

Chief Executive Officer
Rachel Heller

Based on the affordable housing deed rider for 174 Haverhill Street, Unit 317, CHAPA has determined that the Maximum Resale Price for the above-referenced property is \$150,700. According to this property's deed rider, the Town has a right of first refusal. This means that the Town of Andover has 120 days to decide if it would like to purchase the property from the homeowner at the Maximum Resale Price. Please consider this letter notification of the Town of Andover's 120-day right of first refusal period. This 120 day period will commence on March 31, 2021 and end on July 29, 2021. *If we do not hear from you within this period, we will assume you do not wish to exercise your right of first refusal.*

If the Town of Andover chooses not to exercise its right of first refusal, CHAPA will assist the owner with the resale of this property. CHAPA and the homeowner have 180 days to market the property in order to locate an Eligible Purchaser. When a new purchaser buys an affordable property, a new deed restriction is signed and recorded and the property remains on the Town of Andover's subsidized housing inventory.

If an Eligible Purchaser fails to buy the property during the 180-day period, the current owner of the property could sell the property on the open market free of all affordable housing restrictions for fair market value. *The property would no longer be deed-restricted and therefore would no longer be counted on the Town's subsidized housing inventory.* However, the seller is not permitted to keep the difference between the fair market value and the Maximum Resale Price. Any gain above the resale price would be given directly to the Town of Andover to be used for affordable housing activities. However, the Town has also authorized CHAPA to work with the current owner to

instead sell to an Ineligible Purchaser subject to a new deed rider and preserving the affordable unit. Preserving the affordable unit is our primary objective.

We welcome any efforts the Town of Andover can offer in making potential eligible buyers aware of the property's availability during the affordable marketing period. Please feel free to contact me at (617) 701-7498 with any questions regarding this matter or if the Town is interested in purchasing the property. We look forward to hearing back from you soon and working with you during this process.

Sincerely,

A handwritten signature in black ink, appearing to read "David Gasser", written in a cursive style.

David Gasser
Program Manager

cc: Andover Zoning Board of Appeals
Andover Town Clerk

Motion for Affordable Property Right of First Refusal

I move that the Town not exercise its right of first refusal to purchase the affordable housing unit at 174 Haverhill Street, Unit 317.

TOWN OF ANDOVER
ORDER OF TAKING
157 ANDOVER STREET

WHEREAS, THE INHABITANTS OF THE TOWN OF ANDOVER voted in favor of a motion made under Article 29 at the Annual Town Meeting on September 12, 2020 which vote provided:

ARTICLE 29. Acquisition of 157 Andover Street.

Upon motion made and duly seconded it was VOTED that the Town appropriate \$565,000.00 for the acquisition and costs related to such acquisition, including but not limited to demolition costs and removal of building contents of the land at 157 Andover Street as shown as Assessors Map 137, Lot 20 for municipal purposes and for any other costs incidental and related thereto, and that to meet this appropriation, said amount shall be transferred from Free Cash, and to authorize the Select Board to acquire such land with the buildings thereon by gift, option, purchase, or eminent domain, upon terms and conditions deemed by the Select Board to be in the best interests of the Town.

NOW, THEREFORE, the Select Board of the Town of Andover, acting pursuant to the authority granted to it by the aforesaid vote of the Town Meeting, and in accordance with the provision of Massachusetts General Laws, Chapter 79 and all other power and authority to it granted or implied, **DOES HEREBY TAKE BY EMINENT DOMAIN IN FEE SIMPLE**, for the purposes set forth in said vote of the Town Meeting, the parcels of land shown as the land with the building thereon known as 157 Andover Street as described in Deeds recorded in the North Essex District Registry of Deeds in Book 1905, Page 332, and more particularly described in Appendix A attached hereto and incorporated herein by reference, together with all easements and rights appurtenant thereto, including the trees standing thereon and excluding any and all easements for public and private utilities and excluding any and all easements for public highways and public travel in and to any and all streets and public ways included within and/or contiguous or adjacent to said area.

The amount of Four Hundred Fifteen Thousand Dollars has already been paid to the Estate of Peter A. Paquette.

This Order of Taking is to clear any title issues, if any, with regard to the Town's acquisition of said land.

THE INHABITANTS OF THE
TOWN OF ANDOVER
By its SELECT BOARD,
Having been duly authorized,

Ann W. Gilbert, Select Board Chair

Christian C. Huntress

Alexander J. Vispoli

Laura M. Gregory

Richard T. Howe

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

, 2021

On this day of , 2021, before me, the undersigned notary public, personally appeared Anne W. Gilbert, Town of Andover Select Board Chair who is personally known to me and who is the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose, having been duly authorized by vote of the Select Board of the Town of Andover.

Notary Public
My Commission Expires:

ORDER OF TAKING

APPENDIX A

LEGAL DESCRIPTION

The land together with the buildings thereon located in Andover, Essex County, Massachusetts and shown on a "Plan of Land in Andover, MA prepared for Anne E. Kilduff" dated January 12, 1984, Kaminski and Associates, Inc. Said plan recorded in the North Essex Registry of Deeds as Plan No. 9698, being more particularly bounded and described as follows:

NORTHERLY: By land now or formerly of Henderson one hundred nineteen and 24/100 (119.24) feet;

WESTERLY: By land now or formerly of Cloutier in two courses, twenty-eight and 80/100 (28.80) feet and seventy-three and 28/100 (73.28) feet;

SOUTHERLY: By land now or formerly of Dunning, eighty-eight and 76/100 (88.76) feet; and

EASTERLY: By Andover Street, seventy-six and 50/100 (76.50) feet.

Meaning and intending to convey the so-called original parcel together with Parcel A and Parcel B, containing a total of 8,776 square feet, however the same may be bounded and described on said plan.

For title of the Grantor see the deed of Anne E. Kilduff, also known as Anne E. Mosher dated December 18, 1984 and recorded in the North Essex Registry of Deeds in Book 1905, Page 332.

QUITCLAIM DEED

I, Jonathan M. Spirn, as Personal Representative of the Estate of Peter A. Paquette under authority of a license granted by The Essex Probate Court Docket Number ES20P1624EA, of Andover, MA

for consideration paid and in full consideration of Four Hundred Fifteen Thousand and 00/100 Dollars (\$415,000.00)

grant to The Inhabitants of the Town of Andover, a Massachusetts municipal corporation, with an address of 36 Bartlet Street in Andover, Massachusetts

with quitclaim covenants:

the land together with the buildings thereon located in Andover, Essex County, Massachusetts and shown on a "Plan of Land in Andover, MA prepared for Anne E. Kilduff" dated January 12, 1984, Kaminski and Associates, Inc. Said plan recorded in the North Essex Registry of Deeds as Plan No. 9698, being more particularly bounded and described as follows:

NORTHERLY:	by land now or formerly of Henderson one hundred nineteen and 24/100 (119.24) feet;
WESTERLY:	by land now or formerly of Cloutier in two courses, twenty-eight and 80/100 (28.80) feet and seventy-three and 28/100 (73.28) feet;
SOUTHERLY:	by land now or formerly of Duhhing, eighty-eight and 76/100 (88.76) feet; and
EASTERLY:	by Andover Street, seventy-six and 50/100 (76.50).

Meaning and intending to convey the same premises conveyed to Peter A. Paquette and Eldora Paquette by deed dated December 18, 1984, and recorded in said Registry of Deeds in Book 1905, Page 332. See Death Certificate for Eldora M. Paquette recorded herewith.

Grantor hereby releases all rights of homestead in said premises and hereby declares under the pains and penalties of perjury that no person is entitled to claim the benefit of an existing estate of homestead in the premises.

Executed as a sealed instrument this 11 Day of May 2021

~~Jonathan Spinn~~ personal rep.
Jonathan Spinn, Personal Representative

COMMONWEALTH OF MASSACHUSETTS

County of: Worcester

On this 11th day of May, 2021, before me, the undersigned notary public, personally appeared **Jonathan Spinn, Personal Representative**, proved to me through satisfactory evidence of identification, which were Massachusetts license, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief and acknowledged to me that he signed it voluntarily for its stated purpose.

Donna Legere

Notary Public

My Commission Expires:



DONNA LEGERE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 24, 2025

Acceptance by Select Board

The foregoing conveyance is hereby accepted for and on behalf of the Inhabitants of the Town of Andover, by its Select Board and signed by the Select Board Chair having been authorized by vote of the Select Board, this _____ day of _____, 2021.

Ann W. Gilbert, Select Board Chair

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this _____ day of _____, 2021, before me, the undersigned notary public, personally appeared Ann W. Gilbert who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state government agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

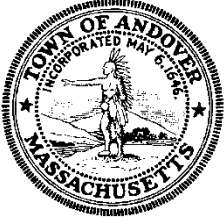
Name:
Notary Public
My Commission Expires:

Motion – Order of Taking 157 Andover Street

I move that the Select Board (i) adopt and sign the Order of Taking by eminent domain of the land and buildings at 157 Andover Street, as submitted to the Select Board in accordance with the vote upon Article 29 of the Annual Town Meeting held on September 12, 2020; and (ii) direct that the Order of Taking be recorded with the North Essex District Registry of Deeds.

Motion – Acceptance of Deed 157 Andover Street

I move that the Select Board accept the deed from the Estate of Peter A. Paquette to the property at 157 Andover Street and authorize the Chair to sign the Acceptance on behalf of the Select Board.



TO: Select Board
FROM: Austin Simko, Town Clerk
DATE: April 1, 2021
RE: Vehicle for Hire Policy Amendments

I offer the following memorandum to share information regarding Andover's livery licensees. The Town currently issues livery licenses through an initial Board approval process and a subsequent administrative renewal process that is managed by the Town Clerk's Office. In particular, I wish to convey concerning information regarding these licensees, and offer for the Board's consideration a proposed amendment to the Select Board regulations.

I. CONCERNING PRACTICES OF LIVERY LICENCEES

In recent years, the Town has licensed six companies to operate multi-vehicle livery businesses from an Andover address. Unfortunately, in recent years the annual license renewal process has been plagued by incomplete applications, failed vehicle inspections, missing insurance coverage information, and alarming vehicle driver background checks. These conditions are entirely the fault of the licensees.

In particular, here are some of the troubling practices by the licensees:

- Licensees must provide documentation showing that their licensed vehicles are properly insured in accordance with Town regulations. Licensees frequently present insurance information that is tardy, incomplete, or non-compliant with the Town's requirements.
- Relatedly, while the licensees are prohibited by the Town from garaging their vehicles in Andover, many licensees indicate on their insurance policies that the vehicles are garaged in Andover. This erroneous representation is made by the licensees to obtain lower insurance premiums associated with Andover (relative to other neighboring towns). Any vehicle collision involving a vehicle purportedly (even if not actually) garaged and registered in Andover affects the insurance rates applicable in Andover. Put differently, because of this insurance misrepresentation, vehicles that are not garaged in Andover nonetheless count as part of Andover's collision statistics for the purposes of setting Andover vehicle insurance rates.
- Background checks must be performed on livery vehicle drivers licensed by the Town. On several occasions, the drivers presented have had histories of operating under the influence, outstanding arrest warrants, revoked/suspended licenses, and expired licenses.
- On several occasions, the Police Department Public Safety Officer has scheduled vehicle inspections where the licensees have not made good faith efforts to present vehicles capable of passing inspection. For example, the vehicles sometimes have Massachusetts inspection rejection stickers and/or defective turn signals, headlights, parking lights,

reverse lights, horn, mirrors, and tire tread depth.

- In the past, though renewal applications are due in March, the licensees do not fully comply with the renewal requirements until July or August, if at all. They generally continue to operate throughout the year regardless of whether they have properly renewed their license.

In the last two years, the licensees have been counseled on how to meet the Town's licensing requirements. This counseling has taken the form of innumerable oral conversations, text messages, emails, and meetings, including a meeting in 2019 at the Town Offices of all the offending licensees, a translator, Clerk's Office staff, Police Department staff, and Town Counsel. Also, written warnings and/or cease and desist letters were provided on the following dates:

- July 9-10, 2019
- September 24, 2019
- March 20, 2020
- December 11, 2020
- February 17, 2021

Please note that, despite these warnings, even today, some licensees continue to operate without a license. We know this because, in March, Andover Police personnel were able to book service following the February 17, 2021 cease and desist letter. We also know that at least one former licensee was observed by Lawrence Police Hackney Division personnel operating "all over the city." Our recourse at this time would be to seek costly court action.

The effect of these persistent defects has been that Town Clerk's Office staff, Public Safety Officer Glen Ota, and Town Counsel have spent an inordinate amount of time reviewing incomplete applications, tracking down missing materials, advising licensees on how to correct application defects, demanding an end to operations under the non-renewed licenses, and then beginning the cycle anew when licensees decide to re-apply/renew.

The following represents the amount of staff time devoted to the management of these licenses:

- Town Clerk's Office – 70-90 hours per year.
- Public Safety Officer – 55 hours per year.
- Town Counsel – 10 hours per year

II. PROPOSED AMENDMENTS TO SELECT BOARD REGULATIONS

While each licensee presents a unique record of compliance and non-compliance with the Town's regulations, all of the multi-vehicle livery operators have demonstrated a persistent disregard for the Town's requirements. Accordingly, the Town Clerk's Office requests, with the endorsement of the Andover Public Safety Officer, that the Town's livery license regulations be amended for the principal purpose of no longer offering licenses to multi-vehicle operators and instead only offer licenses to single-vehicle operators who reside in Andover.

An amended version of the Select Board Policy XI.3 “Town of Andover Rules & Regulations for Public Vehicles for Hire” is attached. The salient amendments include the following:

- Providing that licenses offered under this policy shall only be issued to single-vehicle businesses and not multi-vehicle businesses, and that the applicant, or a member of the applicant’s firm, must reside in the Town of Andover and not merely operate through a commercial address or a PO box address.
- Clarifying the definitions of “taxicab” and “livery vehicle,” both of which are types of vehicles for hire.
- Strengthening the “trip logs” requirement for licensees to be in keeping with best practices in peer communities.
- Strengthening the rules regarding licensees’ OUI convictions, motor vehicle citations and sex offender registration status.
- Correcting scrivener’s errors.

Town Bylaw Article XI, Section 1 “Taxis, express carriers, etc.” provides the Board the authority to make these revisions. The Bylaw states that “[a]ll owners and drivers of public conveyances of all kinds that may be used for public hire or for carrying express and baggage within the limits of the town shall be licensed by the Select Board, under such conditions as they may determine.”

This amended regulation would allow the Town to reallocate staff time to better uses, provide a clear statement to support potential enforcement action against businesses operating without a license, and continue to offer the kind of limited livery license that serves the community.

The Town is under no legal obligation to offer livery licenses at all. In fact, the following municipalities do not offer livery licenses: Swansea, Westford, Chelmsford, Millbury, and East Longmeadow. This list is non-exclusive.

The following are the projected effects of this regulations change:

- The Town would lose up to the following annual fees –

Fee Type	Revenue
New license application fees	\$425
Renewal license application fees	\$400
Vehicle renewal fees	\$3800
Vehicle change fees	\$100
Vehicle excise tax	\$2350
<i>Total:</i>	<i>\$7075</i>

- We reviewed the call logs of several licensees and found that the operators in question provide around 95% of their pick-ups in Methuen and Lawrence. Accordingly, these licensees do not generally serve Andover residents. However, Andover drivers could continue to engage the services of the livery operators in question if they were to obtain licenses from other municipalities.

- Uber and Lift, which do not require local licensing, would continue to operate in Andover.
- The licensees could stay in business, and continue employing their staffs, through licensing in the communities where they already do the vast majority of their business.
- Town staff time would be freed-up for use on Andover-centric, constructive tasks. For example, the recently-expanded outdoor dining licenses and outdoor retail licenses are the kinds of services that serve the community and require a substantial amount of staff attention.

III. MOTION

I move that Board amend Select Board Policy XI.3 “Town of Andover Rules & Regulations for Public Vehicles for Hire” as presented.

XI.3. TOWN OF ANDOVER RULES & REGULATIONS FOR PUBLIC VEHICLES FOR HIRE

In accordance with the provisions of MGL Ch. 40, Sec. 22 and the Town Bylaws, Art. XI, Sec. 1, the following conditions are placed on owners and operators of public vehicles for hire in the Town of Andover:

SECTION I: OWNERS LICENSE

A. Definitions.

For the purpose [of these rules](#), the following words and phrases shall have the meanings respectively ascribed to them [as follows](#):

Operator

A person who has an operator’s license from the Commonwealth to operate motor vehicles.

Vehicle for Hire

A license granted by the Select Board and issued by the Town Clerk for the operation for a vehicle for hire business.

Vehicle for Hire Operator’s License

A license issued by the Chief of Police for the operation of a vehicle for hire.

Taxicab

[A metered or un-metered motor vehicle with a seating capacity that does not exceed nine \(9\) persons, including the operator, that is operated for hire by or on behalf of the named insured or by an employee, but does not pickup, transport, or discharge passengers along a route. A taxicab can be hailed by a person from the street.](#)

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¶ A child shall be considered to be any person under twelve years of age.¶

Deleted: Cruising[¶]

¶ The solicitation of patrons upon a street other than from a taxi stand.¶

Deleted: A motor vehicle for hire of the private passenger type, the designed seating capacity of which does not exceed nine (9) persons, including the operator, rented from the registered place of business of the owner, stand, station, or other public place, with the owner or with an operator in the employ of the owner in attendance, by the hour, day, trip, or miles, for general-common passenger-carrying use equipped with or without a taximeter, but not operated as a bus or on a schedule along a regular route.

Livery Vehicle

An unmarked motor vehicle for hire with seating capacity that does not exceed nine (9) persons, including the operator, which:

- a. Is hired on a prearranged basis
- b. Does not pick up hail fares on the street
- c. Does not contain a rate meter and does not charge for services based upon miles traveled if the trip is less than twenty-five (25) miles
- d. Is operated by the named insured, an employee, or an independent contractor of the named insured in attendance as the chauffeur
- e. Primary method of payment is by billing or credit card

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Waiting Time

Any period of time that a vehicle for hire, in the service of a passenger, shall be in an idle position waiting upon the convenience of the passenger.

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B. **License – Required**

No person shall set up, employ or use for the conveyance of passengers for hire, any motor vehicle, coach, cab or other means of conveyance, without a license from the Select Board.

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A part of a public way assigned to a suitable person or corporation by the Chief of Police, for the placing thereon of a licensed vehicle for hire to the exclusion of all other vehicles for conducting a vehicle for hire business according to the conditions set forth by the Select Board.¶

C. **License – to be Granted by Select Board; Term; Revocation, Etc.**

The Select Board may grant licenses for a term of one year upon such terms and to such persons who serve the public need or convenience to set up, employ or use for the conveyance of persons within the Town, for vehicle for hire, which licenses shall be revoked or suspended at any time by the Select Board for any violation of the provisions of these rules or any bylaw of the Town, and may be revoked by the Select Board for other causes, and a record of such licenses shall be kept by the Town Clerk. Licenses for all such vehicles shall expire on the first day of May of each year.

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D. **License – Qualifications of Licensee**

Every person granted a vehicle for hire license under these rules shall be duly established in the particular type of business for which the license has been granted, making it a substantial part of his or her daily labors.

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E. **Application for Licenses Generally; Fees**

Vehicle for Hire licenses offered under these rules shall only be issued to single-vehicle businesses and not multi-vehicle businesses, and the applicant, or a member of the applicant's firm, must reside in the Town of Andover and not merely operate through a

commercial address or a PO box address. No vehicle for hire license shall be issued unless the person owning or in possession of such vehicle, shall file with the Town Clerk, a petition addressed to the Select Board, setting forth the name and residence of the applicant, who in no event shall be less than twenty one years of age. The petition shall also state the make, the year, the Vehicle Identification Number (VIN), the type of vehicle, the owner of the vehicle to be used, the state registration number, the location for the garaging of the vehicle, and shall be accompanied by an application fee of \$150. All statements in the petition shall be sworn to. If the petition is made by a corporation, the same shall be sworn to by the President and Treasurer of the corporation and shall set forth the names and residential addresses of all the officers and directors of the corporation. Forms to be provided by the Town Clerk. Each taxicab shall have a Massachusetts Registry of Motor Vehicles Taxi Registration, each livery vehicle shall have the appropriate Massachusetts Registry of Motor Vehicles Registration. Annual renewal applications shall be accompanied by a fee of \$100, as well as all aforementioned documents.

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F. **Insurance Policy – Required**

No license required by these rules shall be issued until the applicant has acquired a policy of insurance and has delivered to the Town Clerk a certificate thereof issued by an insurance company authorized to transact business specified in sub-division (b) of Section 47 of Chapter 175 of the General Laws, covering the motor vehicle to be operated by the applicant under his or her license, conforming to the provisions of Sections 112 and 113 of Chapter 175 of the General Laws, nor until the applicant has also delivered to the Town Clerk a certificate of the insurance company issuing the policy showing that the policy shall not be canceled or in any manner amended, changed or altered without giving the Town Clerk 10 days notice thereof.

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G. **Liability and Property Damage Covered in Policy; Amount**

The insurance policy required by the preceding section F shall be a policy of liability insurance which provides indemnity for or protection to the insured, and any person responsible for the operation of the insured's vehicle with the insured's express or implied consent against loss by reason of the liability to pay damages to others for bodily injuries, including death at any time resulting therefrom, sustained during the term of the policy by any person, other than employees of the insured, or, of such other person responsible as foresaid, who are entitled to payments or benefits under the provisions of Chapter 152 of the General Laws, and arising out of the ownership, operation, maintenance, control or use upon the ways of the Commonwealth of such vehicle, to the amount or limit of at least Two Hundred and Fifty Thousand Dollars (\$250,000) on account of injury to or death of any one person, and, subject to such limits as respects injury to or death of any one person, of at least Five Hundred Thousand Dollars (\$500,000) on account of any one accident resulting in injury or death of more than one person. In addition, the owner shall carry a property damage policy in the amount of Fifty Thousand Dollars (\$50,000).

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H. **Certified Statement of Letter Acceptable in Lieu of Certificate**

The Town Clerk may accept a statement in writing from an insurance company certifying that a policy of insurance is to be issued to the applicant and identifying the vehicles insured in lieu of the certificate of insurance. The certificate of insurance shall be filed with the Town Clerk immediately following preparation and issuance of the policy of insurance.

I. **Notice Required of Actions Instituted Against Policy**

A licensee or a person responsible for the operation of a licensee's vehicle with the express or implied consent shall immediately, upon the service of any writ or summons in any action for the payment of damages which are covered by such policy, give written notice to the Chief of Police of the bringing of such action.

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J. **Name of Insurer Furnished on Request**

The Town Clerk shall, upon request of any person, furnish the name of the company issuing an insurance policy referred to in these rules covering any particular vehicle licensed and shall exhibit the certificate of insurance to any such person or his or her duly authorized representative.

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K. **Termination of License Upon Cancellation or Expiration**

Any license issued under these rules shall terminate upon the canceling or the expiring of the policy of insurance required by section G. covering the vehicle licensed.

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L. **Sale, Etc. of Vehicle for Hire License**

No vehicle for hire license shall be sold, transferred or assigned without the consent of the Select Board.

M. **Change in Vehicles Used as Vehicles for Hire**

When vehicle for hire owners change vehicles, they shall immediately bring the new registration certificate to the Police Department and the Town Clerk's office. After being properly recorded by the Town Clerk, the new vehicle shall become a licensed vehicle for hire. The Town Clerk shall collect a \$25.00 administration fee for each change of vehicle.

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N. **Vehicle for Hire Rates**

1. **Taxicab/Livery**

Flat rate service will be no greater than follows and will be set by the Select Board:

Within Andover	\$20.00
Andover – North Andover	\$20.00
Andover – Lawrence	\$20.00
Andover – Methuen	\$30.00
Andover – Haverhill	\$40.00
Andover – Lowell	\$40.00
Andover – Reading	\$40.00
Andover – No. Reading	\$30.00
Andover – Tewksbury	\$30.00
Andover – Salem – NH	\$40.00
Andover - Logan Airport	\$90.00/5.00 each add'l person
Andover – Manchester-Boston Regional Airport	\$90.00/5.00 each add'l person
Andover - Boston	\$95.00/5.00 each add'l person

Special Senior Citizen* rates 10% Discount
Special Multi – passenger rates \$3.00 each add'l person local service

*Senior Citizen – 55 years of age or older

O. **Zoning**

The vehicle for hire business shall be conducted in the appropriate zoning district within the Town, [which shall be confirmed by the Building Inspector in writing upon the licensee’s application for a vehicle for hire license.](#)

Deleted: Vehicles for hire cannot be garaged in a residential zone.

P. **Operator License Displayed**

Every licensed vehicle for hire operator shall display his [or](#) her vehicle for hire operator’s license in a visible manner.

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Q. **Rate Card and Vehicle For Hire License Displayed**

The rate card and the Vehicle for Hire License shall be secured and prominently displayed in the vehicle at all times.

R. **Overcharging**

No owner, [operator](#) or other person having charge of vehicles under [these rules](#), shall demand or receive a higher rate of fare than that established by the Select Board as set forth in [these rules](#).

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S. **Licensed Operator Required; Only Fare Paying Passengers Allowed**

No persons owning or in possession of a vehicle for hire licensed under [these rules](#), shall authorize, permit or allow such licensed vehicle to be operated by any person except a licensed vehicle for hire operator; nor shall any person drive or have charge of any such licensed vehicle except a person licensed under [these rules](#), to operate such vehicles. Except in cases of emergency, no person other than a fare-paying passenger shall ride with or accompany any operator in any vehicle licensed under [these rules](#).

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T. **No Extra Passengers Shall Be Picked Up Without Permission**

Operators having charge of licensed vehicles shall not pick up extra passengers without the permission of any passenger already engaged in the vehicle. No person owning or in possession of a licensed vehicle under [these rules](#), shall accept any extra fare or fee from any passenger already engaged in the vehicle for the privilege of direct, nonstop routing to the destination of such passenger. Each vehicle for hire shall post visibly and securely a card in the vehicle stating, "No extra passengers shall be picked up without permission of the existing passenger".

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U. **Obligation to Carry Passengers**

An [operator](#) shall not refuse, unless previously engaged, to carry any person lawfully entitled to be carried by a vehicle for hire. The [operator](#) shall not be obligated to carry any person who is loud or disorderly.

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V. **Age of Operator**

No vehicle for hire shall be [operated](#) by a [person](#) under the age of [twenty one](#) years.

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W. **Advertising/Markings**

No advertising sign or device, except the name of the vehicle for hire firm and telephone number, shall be allowed on or upon a vehicle licensed under the provisions of [these rules](#). Taxicabs and Livery vehicles shall be identifiable by the word "Taxi", "Cab", "Taxicab", or "Livery Service", and the name of the firm on both sides of the vehicle with letters not less than four (4) inches high and two (2) inches wide.

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X. **Lights**

There shall be no lights on vehicles for hire except those required by law, without authority of the Chief of Police or person designated by [the Chief](#).

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Y. **Conditions of Vehicles**

All vehicles shall be kept in good condition suitable for occupancy, and mechanically fit for the safety of passengers. The interior and exterior of the vehicle shall be clean and sanitary at all times. The Police Chief or person designated by [the Chief](#) shall inspect the vehicles (1) prior to being placed in operation, and (2) at any time on a random basis.

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Z. **Log Required**

The owners shall keep a log, the form of which shall be approved by the Chief of Police, Included in this log for each trip shall be a record of the operator, the pick-up and delivery points, the pick-up and delivery times, the mileage at the start and end of each trip, and any accidents, violations, and/or times, the mileage at the start and end of each trip, and any accidents, violations, and/or charges incurred. The log should also note any lost articles left in the vehicle following each trip. Such a log shall be open to inspection by the Chief of Police or any officer authorized at all times. The logs shall be retained by the licensee for at least a year.

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SECTION II. OPERATOR'S LICENSE

A. **Authority of Police to Issuance**

The Chief of Police, or person designated by the Chief, shall issue annual operator's licenses to suitable persons who are qualified as operators under the terms of these rules,

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B. **Approval of Application**

All applications for operators' licenses shall require the approval of the Chief of Police, or person designated by the Chief, and no licenses shall be issued without the Chief's approval.

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C. **Application Shall be Accompanied by State Driver's License**

Any applicant for an operator's license, shall present for examination, a valid driver's license as a motor vehicle operator, and the expiration date and number thereof shall be entered on the application.

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D. **License to Contain Description and Photograph of Licensee**

The photograph of an operator, shall be attached to the license in such a manner that it cannot be removed and another photograph substituted without detection. Each license shall contain a description of the licensee.

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E. **Fingerprints**

All licensees, under the provisions of these rules, shall be fingerprinted.

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F. **Annual License/Application Fee; Photograph and License; Duplicate License**

The annual fee for a vehicle for hire operators' license shall be \$25.00. This fee will include photographs of the operator and the license. A photograph will be attached the

operator's license when issued and a photograph will be included in the operator's file at Police Headquarters. If a duplicate license is needed, there will be a fee of \$20.00. **The fee shall be paid at the time of application for said license and is not refundable.**

G. **Term – Renewal**

Operator's licenses shall be issued for a term of one year and shall be renewed annually.

H. **Operator's License, Vehicle for Hire License and Copy of Chapter to be Carried by Operator**

Every licensed operator shall have, in the vehicle for hire, the operator's license and a copy of these rules to be shown to a passenger on request, and shall have in an easily accessible place in the vehicle, the vehicle for hire license for such vehicle.

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I. **When License to be Picked Up**

All licenses issued to vehicle for hire operators shall be picked-up within thirty days after filing the application.

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J. **Surrender of License Upon Cessation of Driving**

Any licensee who shall cease to be the operator of a vehicle for hire shall at once surrender the vehicle for hire operator's license to the proper official of the Police Department.

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K. **Notice; Change of Address; Employment; Employer**

When a licensed operator changes his or her address or place of employment or employer, the driver shall, within twenty-four hours of such change, notify the Chief of Police.

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L. **Operator to be Suitably Dressed; License to be Displayed**

Every licensed operator having charge of a licensed vehicle for hire in a public place shall be suitably dressed. The operator shall display on his or her outer garment the license to operate the vehicle for hire. The license shall be a pattern approved by the licensing authority.

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M. **OUI Convictions, Motor Vehicle Citations, and Sex Offender Status**

Any person convicted of operating a motor vehicle under the influence of alcohol or drugs within the last five (5) years, or any person who has received more than four (4) motor vehicle citations and/or accidents during the prior three (3) years. shall not be considered eligible for a license under these rules. Further, no person who is required to register as a sex offender in any jurisdiction may be an operator of a vehicle licensed under these rules.

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N. Communication with Passengers

In order to communicate with passengers, the operators must be able to speak and understand English.

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Q. Suspension or Revocation

The Chief of Police shall have the right to suspend or revoke any vehicle for hire operator's license held by any person who violates any of the regulations set forth in these rules or bylaws of the Town or laws of the Commonwealth which would render an operator unsuitable.

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SECTION III. MISCELLANEOUS

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A. Severability

If any of these Rules and Regulations shall be deemed by a court of competent jurisdiction, then this action to be illegal, shall not effect the validity of the other Rules and Regulations contained therein.

ADOPTED BY THE ANDOVER SELECT BOARD ON DECEMBER 3, 1990

Amended – January 7, 1991 - Section I.G.

**Amended – February 11, 1991 - Section I.N.
Section II.F.**

**Amended – March 19, 2001 - Section I.N.
Section I.P.
Section I.Q.
Section I.T.**

**Amended-April 14, 2008 Section I.E.
Section I.M.
Section I.N.
Section II.F**