CITY OF FALL RIVER

AGGREGATION DOCUMENTS

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1. Petition

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   1. Aggregation Plan

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      B. SRPEDD letter describing the aggregation consultant selection process

      C. Certification by the City Clerk of the vote at the City Council to accept the Municipal Aggregation Motion

      D. Energy-Related Services Agreement

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THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

City of Fall River Municipal Aggregation Plan	)	D.P.U. 15-_____

PETITION FOR APPROVAL OF MUNCIPAL AGGREGATION PLAN

1. The City of Fall River ("Municipality") respectfully petitions the Department of Public Utilities ("Department"), pursuant to MGL Chapter 164, Section 134(a), for approval of its Municipal Aggregation Plan ("Plan") (Attachment 1).

In support of this Petition, the Municipality states the following:

2. The municipal aggregation program of the Municipality is designed to bring the benefits of competitive choice of electric supplier, longer term price stability than provided by the local utility, lower cost power and more renewable energy options to the residents and businesses of the Municipality. The program will attempt to provide a portion of renewable or green power through RECs. The program will employ a procurement process designed to maximize savings and will provide a full set of consumer protections, including the right for any customer to opt out of the program at any time at no charge.

3. The Municipality formally initiated the process to develop an aggregation plan through approval of a vote of the residents at a Town Meeting on November 3, 2014.

4. A Public Outreach and Education Plan has been formulated to ensure that residents and business are fully informed about the important aspects of the Municipal Aggregation Plan to enable them to make an intelligent decision concerning participation in the Program. (Attachment 2)

5. The Plan and the associated Electric Services Agreement ("ESA") (Attachment 3) ensure that the program complies with all requirements of MGL

Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Municipality consulted with the Department of Energy Resources ("DOER") in the development of the Plan, as documented in a letter from DOER dated _____ . The Municipality also consulted with the Local Distribution Company ("LDC"), National Grid, in the development of the Plan.

7. Although contracts for energy-related services are not required to follow the competitive bidding process of MGL Chapter 30B, the aggregation consultant, Good Energy, was selected in a very open and competitive process. A Solicitation for Services for the Municipality was issued by the Southeastern Regional Planning and Economic Development District.

8. The Municipality respectfully requests that the Department conduct an expeditious review of this petition to allow the Municipality to proceed with implementation to maximize savings for eligible consumers. Municipal aggregators are required by their very nature to conduct their business openly and with full public participation. The Municipality requests a streamlined process consistent with other aggregation plan reviews, including a pubic hearing, discovery by Department staff, and an opportunity for interested persons to submit written comments.

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that, for municipal aggregators, the distribution would normally be made by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. However, the Department may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive, raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, including press releases, public service announcements

on cable television, postings at Municipality buildings and postings on the program website, that will provide the required information to customers as effectively as quarterly mailings. The Department has granted similar waivers to other municipal aggregators using equivalent disclosure strategies. Cape Light Compact, D.T.E. 00-47, at 28; City of Marlborough, D.T.E. 06-102, at 24; Town of Lanesborough, D.P.U 11-27, at 23; Town of Ashland, D.P.U. 11-28, at 22; Town of Lunenburg, D.P.U 11-32, at 22; Town of Lancaster, D.P.U. 12-39, at 23; City of Lowell, D.P.U. 12-124, at 51; Town of Ashby, D.P.U. 12-94, at 37; Town of Natick, D.P.U. 13-131, at 29; Town of Greenfield, D.P.U. 13-183, at 27.

WHEREFORE, the Petitioner hereby respectfully requests that the Department:

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

Respectfully submitted,

CITY OF FALL RIVER

By Attorney for Good Energy

_____

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Dated: _____

ATTACHMENT 1

CITY OF FALL RIVER

COMMUNITY ELECTRICITY AGGREGATION

AGGREGATION PLAN

Prepared by

GOOD ENERGY, L.P.

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Municipal Aggregation Plan

Introduction

The City of Fall River ("Municipality") has developed the Community Electricity Aggregation Program to bring the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The program is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

Before being implemented, the aggregation program must be reviewed and approved by the Massachusetts Department of Public Utilities (DPU). The DPU will ensure that the program satisfies all of the statutory requirements, including that the plan provides universal access, a reliable power supply and treats all customer classes equitably. This aggregation plan was developed to demonstrate that the program of the Municipality satisfies all of the requirements necessary for DPU approval.

Historical Overview

In the Acts of 1997, Chapter 164, the Massachusetts Legislature passed House No. 5117, *An Act Relative to Restructuring the Electric Utility Industry in the Commonwealth, Regulating the Provision of Electricity and Other Services, and Promoting Enhanced Consumer Protections Therein* known as the Restructuring Act.

Under Section 1 of the Acts of 1997, Chapter 164, the Massachusetts Legislature decided that Massachusetts ratepayers would be best served by moving from the regulatory framework in which retail electricity service is provided principally by public utility corporations obligated to provide ultimate consumers in exclusive service territories with reliable electric service at regulated rates, to a framework in which competitive producers would supply electric power and customers would gain the right to choose their electric power supplier.

Also authorized by MGL Chapter 164, Section 134(a) is the concept of municipal aggregation in which municipalities would have the right, acting alone or with other municipalities, to aggregate the electric loads of their residents and businesses to gain greater buying power in the newly restructured competitive electric supply market. A municipality or group of municipalities may initiate the process to aggregate electrical load of their residents and businesses upon authorization by a majority vote at town meeting or town / city council.

From February through June, 2014, representatives of Good Energy had multiple communications and meetings with representatives of the Southeastern Regional Planning and Economic Development District (SRPEDD) to discuss municipal aggregation for communities in the SRPEDD service area.

Municipal Aggregation Plan

During early July, 2014, Ross Perry, Director of Municipal Management and Chief Procurement Officer, organized and formulated the SRPEDD Aggregation Committee made up of representatives from eight (8) municipalities in the SRPEDD service area.

On July 23, 2014, representatives of Good Energy did a presentation on municipal aggregation to representatives of municipalities in the SRPEDD service area that expressed an interest in municipal aggregation.

On August 12, 2014, Ross Perry, acting under the direction of the SRPEDD Aggregation Committee to conduct an open and competitive selection process, issued a Solicitation for Services for an Energy Aggregation Consultant to the six (6) organizations active in municipal aggregation in Massachusetts. (Exhibit A)

On September 4, 2014, the Massachusetts Good Energy Team submitted a response to the SRPEDD Solicitation for Services.

On September 25, 2014, the eight (8) member SRPEDD Aggregation Committee conducted interviews of the three (3) finalists who responded to the SRPEDD Solicitation for Services and voted unanimously to select the Massachusetts Good Energy Team as its Aggregation Consultant for communities in the SRPEDD service area. (Exhibit B)

On October 9, 2014, the representatives of Good Energy held a meeting at SRPEDD with representatives of the municipalities interested in participating in the SRPEDD Community Electricity Aggregation Program to discuss next steps in public outreach and education, municipal approvals needed, Energy-Related Service Agreement, DOER consultation and DPU aggregation plan submission, and expected schedule to move forward.

On October 23, 2014, the City Council Health & Environmental Affairs Subcommittee of the City of Fall River voted to recommend to the City Council that they pass a motion to give the Mayor authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the City and for other related services, independently, or in joint action with other municipalities.

On _____, the City Council voted to to accept the Municipal Aggregation Motion. (Exhibit C)

On December 3, 2014, the City of Fall River, through its duly authorized representative, Mayor William P. Flanagan, signed the Energy-Related Services Agreement to retain Good Energy, L.P., as its aggregation consultant. (Exhibit D)

On _____, pursuant to MGL Chapter 164, Section 134(a) and Chapter 25A, Section 6(11), representatives of Good Energy met with the Department of Energy Resources (DOER) to review the aggregation plan and obtain their guidance and technical assistance before filing the plan with the Department of Public Utilities (DPU). The DOER issued a consultation letter dated _____. (Exhibit E)

On _____, the City Council voted to approve the aggregation plan. (Exhibit F)

I. Key Features

The key features of the Community Electricity Aggregation Program will include:

Price protection: The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will result in the best possible price. The Municipality will only launch the aggregation when it obtains a price that is equal to or lower than the price of the Basic Service of the Local Distribution Company or that otherwise meets the criteria set by the municipal officials of the Municipality.

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

Product options: The Municipality may offer an optional green product as an alternative to the standard product, giving customers a choice of environmental characteristics and price.

Coordination with any energy efficiency programs of the Municipality. Energy efficiency programs help residents reduce their energy consumption. The aggregation program will coordinate with any energy efficiency programs to help more residents cut their energy use and cost.

Renewable energy: The Municipality would seek to purchase a portion of the Renewable Energy Certificates (RECs) from renewable energy generators and include these RECs in an optional green product, if applicable.

II. Statutory Requirements

The municipal aggregation statute, M.G.L. Chapter 164, Section 134, sets out the

requirements that a plan must meet in order to be approved by the DPU. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The aggregation 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 residents voted at Town Meeting to initiate the process of municipal aggregation. Documents authorizing the aggregation, including certifications of votes taken are attached as Exhibit C & F.

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 aggregation 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 which were incorporated into the final version of the plan.

The Municipality has also consulted with the Local Distribution Company in the development of the plan. The aggregation consultant provided the Local Distribution Company with a draft of the plan for review and discussed the draft with their representatives.

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

III. Elements of the Plan

The Municipal Aggregation Statute requires that the plan contain the following elements:

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

- The procedure for termination of the program

Each of these elements is discussed below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Board of Selectmen and Town Manager / Administrator: The aggregation will be approved by the Board of Selectmen, the elected representatives of the citizens of the Municipality, and overseen by the Board of Selectmen, Town Manager /Administrator or other designee of the Board of Selectmen.

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

Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the Electric Service Agreement (ESA).

2. Operations

Following approval of the Plan by the DPU, 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 a 30-day 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. Those interactions are described in detail in the Historical Overview.

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

i. Power supply

After the DPU 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. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU
- 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 Electric Service Agreement, including, for example, the requirement to:

- Provide all-requirements service for a fixed price with no pass-through charges
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the DPU 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. The Municipality will request bids for a variety of term lengths and for power from different sources. 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 that is equal to or lower than the price of the Basic Service of the Local Distribution Company or that otherwise meets the criteria set by their municipal officials.

ii. RECs for an optional green product

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Municipality would obtain a supply of Renewable Energy Certificates (RECs) for an optional green product, if applicable. The Municipality would seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefit and price.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that

the RECs be created and recorded in the New England Power Pool Generation Information System or be certified by a third party.

b. Implement public information program including 30-day opt-out notice

Once a winning supplier is selected, the Municipality will implement a public education program.

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 public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every customer on basic service.

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.
- Dedicated informational Web pages that explain the aggregation plan, community benefits, the opt-out process, and other helpful information. 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
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality to ensure they can confidently answer any questions.
- Informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings.

A detailed timeline for these efforts will be developed by the Municipality as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every customer on Basic Service with the Local Distribution Company. The notice will have the appearance of an official communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out; and (4) prominently state all program charges and compare the price and primary terms of Municipality's competitive supply to the price and terms of the Basic Service with the Local Distribution Company. The opt-out procedure is attached to this Plan as Exhibit G.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of 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 opt-out notice and reply card are attached to this Plan as Exhibit H.

c. Enroll customers and provide service including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all customers on Basic Service with the Local Distribution Company who did not opt-out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of DPU 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 power supply agreement, the Municipality intends to procure a new supply agreement.

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

Also as part of ongoing operations, the Municipality intends to coordinate the aggregation program with any energy efficiency programs established that have helped residents reduce their energy usage and cost. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program customers would be encouraged to participate in energy efficiency programs and those customers who participate in energy efficiency programs would be encouraged to consider an optional green product offered by the aggregation program, if applicable.

d. Annual report to DOER

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

3. Funding

All of the costs of the program will be funded through the power supply contract.

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

The administrative costs of the program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Consultant, as specified in the Electric Service Agreement (ESA). This aggregation fee will cover the services of the Consultant, including developing the aggregation plan, managing the DPU 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 and was established through the competitive solicitation that the Municipality conducted for an aggregation consultant.

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. Prices, terms, and conditions may differ among customer classes, which will be the same as the Basic Service customer classes of the Local Distribution Company.

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 DPU.

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.

5. Method of Entering and Terminating Agreements with Other Entities

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

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 the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices.

Customers will be able to ask questions of and register complaints with the Municipality, the Consultant, the Competitive Supplier, the Local Distribution Company and the DPU. As appropriate, the Municipality and the Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the DPU.

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.

7. Extension or Termination of Program

Prior to the end of the term of the initial Electric Service Agreement, 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 Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen or Town Manager / Administrator to dissolve the program effective on the end date of any outstanding supply agreement. 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 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) 60 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the Electric Service Agreement of the program; and (3) four business-days after the successful negotiation of a new electric service agreement.

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 aggregation program of the Municipality will satisfy all three requirements, as outlined as follows:

1. Universal Access

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

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

As new customers move into the Municipality, they will automatically be enrolled in the aggregation program. They will then receive an opt-out notice and be able to opt-out of the program if they choose with no charge.

New customers will be enrolled at the same price as the existing customers, with the exception of new Very Large Commercial & Industrial (VLC&I) Customers. New VLC&I Customers are defined as any customer that is in the largest rate class the Local Distribution Company and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, 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 DPU 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 DPU has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The aggregation 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 aggregation program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the aggregation program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, if offered, such as a green product. Customers selecting an optional product will be charged the price associated with that product.

Third, the aggregation 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 though an opt-out process include the initial customers and customers that move into the Municipality after the program start-date. These customers will receive the standard program pricing. 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. These customers that opt-in will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the the Local Distribution Company.

Finally, as described above under "Universal Access," among New Customers, the program will distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer joins the aggregation.

V. Planned Schedule

Milestone	Date Estimate
RFP for competitive supplier issued	June 15, 2015

Electric Service Agreement executed	July 13, 2015
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	July 14, 2015
Opt-out notice mailed to customers	July 24, 2015
Opt-out deadline	August 23, 2015
Supplier submits customer enrollment requests to local distribution company	September 1, 2015
Service begins as of each customer's next meter read date	September 7, 2015

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

VI. Conclusion

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

EXHIBITS

A. Solicitation for Services issued for aggregation consultant by the Southeastern Regional Planning and Economic Development District (SRPEDD)

B. SRPEDD letter describing the aggregation consultant selection process

C. Certification by the City Clerk of the vote at the City Council to accept the Municipal Aggregation Motion

D. Energy-Related Services Agreement

E. Department of Energy Resources (DOER) Consultation Letter

F. Certification by the City Clerk of the vote at the meeting of the City Council to approve the Aggregation Plan

G. Customer Enrollment, Opt-Out, and Opt-In Procedures

H. Sample Customer Notification Letter and Opt-Out Postcard

SRPEDD (Southeastern Regional Planning & Economic Development District) is a regional planning agency serving 27 cities and towns in Southeastern Massachusetts. We are governed by a Commission of local officials and citizens. We plan for the region's land use, transportation, economy and environment while assisting member cities and towns to operate more efficiently. Our region is a mix of urban, suburban and rural landscapes with a population of over 600,000 in 808 square miles.

We are soliciting proposals from qualified companies to serve as a consultant and aggregator for an Electric Supply Aggregation Program for our member communities in Southeastern MA. Currently, there are 11 communities with a combined population of over 300,000 that have indicated an interest in electric power purchase aggregation. (See list on page 7)

If interested in this project, the Consultant should submit two copies of the technical proposal that explains their plans and methodology to address the Scope of Services listed below. Also include in the technology envelop a digital .pdf copy of the technical proposal on either CD/DVD or USB memory stick

A separate envelop should contain a pricing proposal, using the format at the end of this document.

We anticipate inviting three companies to interview with the Aggregation Committee. At the conclusion of the interviews the Committee will open the price proposals. Combining the results from the technical proposal evaluation and the pricing proposal, the Committee will select the consultant deemed most advantageous for the SRPEDD communities participating in this aggregation program.

Our first milestone is to have the appropriate support ready for multiple towns' Special Town Meetings planned for October 2014.

"Hardcopy" responses to this solicitation are due at the address below on or before **2:00 PM Thursday September 4, 2014**.

Any questions may be sent via email to:

Ross Perry
Director of Municipal Management, CPO
SRPEDD
88 Broadway
Taunton, MA 02780
rperry@srpedd.org

Scope of Services for Aggregation Consultant:

A. Legislative Research

In 1997 the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry. Retail access to the electricity market commenced March 1, 1998. The Consultant selected by SRPEDD Aggregation Committee will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Legislative Branch and any regulatory changes pending at the Department of Public Utilities ("DPU"). The Consultant will also be responsible for monitoring federal restructuring legislation for any potential impacts to SRPEDD Aggregation Program.

B. Management and Monitoring of the Aggregation Program

SRPEDD Aggregation Committee seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement and pricing issues to perform the essential functions of operating the aggregation program of SRPEDD Aggregation Committee approved pursuant to Section134 of Chapter 164 of the Massachusetts General Laws. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with suppliers, and providing ongoing management and monitoring of any energy service agreements ("ESA") executed on behalf of the eligible consumers of SRPEDD Aggregation Committee.

C. Preparation and Issuance of RFPs for Supply of Power

When necessary, the Consultant shall develop a Request for Proposals ("RFP") for power supply for review and approval by the SRPEDD Aggregation Committee. In general, the procurement document shall include several components:

- A description of the load aggregation (potential size of the aggregated load, and the number of customers and/or accounts);
- The services and features desired by SRPEDD Aggregation Committee;
- The qualification criteria required in order to have a bid considered;
- The criteria used to select the supplier;
- The essential provisions of the standard contract between the chosen supplier and participating eligible consumers; and
- The term of service.

The Consultant shall ensure when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.

The Consultant shall assist SRPEDD Aggregation Committee with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the communities represented by the SRPEDD Aggregation Committee and meets the goals of the SRPEDD Aggregation Program. Nothing herein shall preclude SRPEDD Aggregation Committee from having outside legal counsel review such a recommendation.

The Consultant shall obtain and verify references for similar supply contracts, if available.

D. Broker Services and Negotiations for Supply Contract

The Consultant shall act as the broker for SRPEDD Aggregation Committee during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective power suppliers.

No contract negotiated by the Consultant shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of SRPEDD Aggregation Committee. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from National Grid or N-Star ("local distributor"), its successors and assigns.

E. Customer Enrollment / Transition Process

After approval of the price and term of the agreement by SRPEDD Aggregation Committee with a supplier, the Consultant shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier. The Consultant shall have established procedures to respond to:

- Consumer queries and problems;
- Power supplier problems;
- Distribution Company problems;
- Media queries; and
- Governmental shifts and proposed changes in policy.

F. Public Education

The Consultant shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of SRPEDD Aggregation Committee, including meetings with municipal officials, City Council and Town Meetings, and representatives from the media. The Consultant shall create DVD's covering an executive summary and a more detailed description of the aggregation process suitable for public education on local cable access channels.

The Consultant shall include a recommended public education and information strategy to be used as part of the aggregation program prior to the commencement of the supply contract.

G. Legal Assistance

The Consultant shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), or any other state agency, if applicable, to contracts executed by SRPEDD Aggregation Committee officials on behalf of the its residents. Although the intent of this project is aggregated purchases of electricity, the actual filings with the DPU and other agencies may require a separate filing for each participating community.

H. Schedule

As approvals by state agencies are required, it is impossible to layout the exact amount of time each event will take, but proposers are asked to include in the Technical Proposal an estimated timeline. The Technical Proposal should also include information on the ways and means by which the proposer intends to craft a formal energy aggregation plan and supply/energy plan in concert with officials at DOER and DPU; and to describe the public education effort, among other phases of the project.

I. Program Options

The Consultant shall include a detailed overview of the following program options as a component of the services to be provided:

I.1. Renewable Energy

At the request of the participating communities, the Consultant shall assist in assessing the viability of the development of local, renewable energy infrastructure in conjunction with energy aaggregation. This includes the integration of locally produced electricity to offset the total purchase of the aggregation electricity supply.

I.2. Community Projects

The Consultant shall provide detailed options in collaboration with the communities to fund designated community energy efficiency projects as part of the energy aggregation.

I.3. Green Power and Long-Term Offerings

The consultant shall offer as part of the competitive supplier RFP at a minimum two (2) green power options that will be determined in consultation with the SRPEDD Aggregation Committee. Examples include a 50% green power option for not more than an additional $0.01 per kWh and a 100% green power option for not more than an additional $0.02 per kWh over the basic service offer.

J. Management of the Aggregation Program

The Consultant will administer and provide technical oversight of the Aggregation Program including:

- Monitoring and reporting on compliance by the supplier relative to all contract terms and conditions, including reports to the DOER, DPU, and any other governmental agencies as appropriate;
- Resolution of contract issues;
- Transition administration of the "opt-out" process for customers;
- Participation in negotiations with the competitive suppliers and the distribution company serving participating communities as it relates to the procurement of the Aggregation Program;
- Preparation of written reports on the ongoing operations of the Aggregation Program to

be submitted on a quarterly basis to the SRPEDD Aggregation Committee; and attendance at meetings with SRPEDD Aggregation Committee officials.

K. Maintenance of Effort

The Consultant, as the administrator of the electricity supply contract shall, after a contract(s) is executed between the communities participating in the SRPEDD Aggregation program and an electricity supplier, ensure compliance of the supplier with the contract(s), conduct ongoing power supply analyzes, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the Aggregation Program. The Consultant shall provide reports as directed by the SRPEDD Aggregation Committee in addition to any reporting requirements outlined in this RFP.

L. Summary of Responsibilities

The Consultant shall, if not hereinbefore required, provide the following services:

- Obtain and analyze the electrical load data for all consumers of electricity in the participating communities;
- Provide broker services including preparing RFPs for a competitive supplier of electricity, if necessary;
- Prepare and implement a public education plan and consumer outreach program;
- prepare and submit, with the approval of SRPEDD Aggregation Committee, all filings with the DOER, DPU, or any other state agency, if applicable;
- Prepare and negotiate agreements with competitive providers on terms favorable to participating communities;
- Monitor all aspects of the Aggregation Program and any resulting contractual agreements with supplier(s);
- Continually analyze the development of market and regulatory issues, and advise SRPEDD Aggregation Committee on any proposed changes in law or regulation, including those offered by DOER, DPU, ISO and any pending at the Federal Energy Regulatory Commission ("FERC") which may affect the Aggregation Program or SRPEDD Aggregation Committee.
- Represent the Communities in all issues related to energy aggregation for the life of the agreement;
- File any resulting contract with DPU, DOER and the other agencies as required within fifteen (15) days of the date of the contract.

Nothing herein shall preclude SRPEDD Aggregation Committee from having its legal counsel review the terms and conditions of any contract, agreement and/or filing; and/or performance under same.

M. Management Fee For Aggregation Program Services

The Consultant shall offer in a separate envelop marked Pricing Proposal a management fee per kilowatt hour ("kWh") that the SRPEDD Aggregation Committee will consider in making an

award for the Contract. Use the form at the end of this document. The price per kWh shall be the complete price for all services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the supplier of electric power. No proposal shall require the payment by SRPEDD Aggregation Committee or any of the participating communities of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon SRPEDD Aggregation Committee or any of the participating communities to execute any contract with any electric supplier, or to operate, execute or maintain the Aggregation Program. Compensation shall only be paid to the Consultant by a supplier to the extent SRPEDD Aggregation Committee and each participating community elects, in their sole discretion, to execute a supply contract that is procured or negotiated on behalf of SRPEDD Aggregation Committee, as part of an aggregation program. No payments will be accrued or paid to the consultant unless and until electricity is delivered to residential and commercial customers participating in this aggregation program.

Selection Criteria:

- Quality and completeness of a plan to accomplish our scope of services
- Experience with other Aggregations
- Familiarity with Massachusetts laws, DOER, DPU and the aggregation process in this state.
- Ability to support the appropriate outreach and education to town/city officials and residents
- Resources that will be assigned to this project; i.e. the number of people by function
- Qualifications and resumes of the key individuals likely to work on this project
- To ensure objective support that represents the interests on the communities, **the consultant should NOT be an energy supplier.**
- Contact information from the last three projects your company has bid on, including ones that may not have been awarded.
- References, at least three from similar projects
- Most advantageous company as determined by the Aggregation Committee after evaluating the above and the pricing proposal.

SRPEDD communities tentatively interested in the electricity supply aggregation project.

This list is not final and is subject to change as some communities may decide not to participate and others may decide to join at a later date.

ACUSHNET	N Star
DARTMOUTH	N Star
FALL RIVER	Nat Grid
FREETOWN	N Star
NEW BEDFORD	N Star
NORTON	Nat Grid
REHOBOTH	Nat Grid
SEEKONK	Nat Grid
SOMERSET	Nat Grid
SWANSEA	Nat Grid
WESTPORT	N Star

Pricing Proposal Form:

The Consultant shall offer a management fee per kilowatt hour ("kWh") that SRPEDD Aggregation Committee will consider in making an award for the Contract. The price per kWh shall be the complete price for all services covered by the attached scope of services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the supplier of electric power.

Management fee per kWh $ _____

Company _____

Address _____

_____

By signing this pricing form, proposer agrees they will meet all of the requirements listed in the scope of services, unless otherwise specifically noted. They also state that they are not a supplier of energy and are independent of any supplier of energy.

Signature of Company Official _____

Printed Name _____

Title _____

Phone number _____

E-Mail _____

Date _____

EXHIBIT B

SOUTHEASTERN REGIONAL PLANNING & ECONOMIC DEVELOPMENT DISTRICT
88 BROADWAY ✦ TAUNTON, MA 02780-2557

Acushnet
Attleboro
Berkley
Carver
Dartmouth
Dighton
Fairhaven
Fall River
Freetown
Lakeville
Mansfield
Marion
Mattapoisett
Middleborough
New Bedford
N. Attleborough
Norton
Plainville
Raynham
Rehoboth
Rochester
Seekonk
Somerset
Swansea
Taunton
Wareham
Westport

January 6, 2015

Re: Selection of Aggregation Company

To whom it may concern

SRPEDD is a regional planning agency serving 27 cities and towns in Southeastern Massachusetts. We are governed by a Commission of local officials and citizens. We plan for the region's land use, transportation, economy and environment while assisting member cities and towns to operate more efficiently. Our region is a mix of urban, suburban and rural landscapes with a population of over 600,000 in 808 square miles.

SRPEDD's Regional Cooperative Purchasing Program helps communities obtain lower prices on items as diverse as street sweepers, fire fighter gear, EMT medicines and office supplies. It also helps them acquire these services more efficiently by handling the procurement process on the behalf of the participating communities. A another example of our Cooperative Purchasing Program is the selection of an Municipal Aggregation company to assist the SREPDD communities implement an aggregation of their residents for regional savings on their electricity bills. Currently representing 12 communities, and any others that may join in the future, SRPEDD conducted the following selection process:

M.G.L Chapter 30B – Uniform Procurement Act, section 1 (b) states:

"This chapter shall <u>not</u> apply to:"

"(32) energy aggregation contracts entered into by a political subdivision of the commonwealth for energy or energy related services arranged or negotiated by such subdivision on behalf of its residents."

"(33) energy contracts entered in to by a city or town or group of cities or towns or political subdivisions of the commonwealth, for energy or energy related services;…"

However, even though SRPEDD had the flexibility to select the energy aggregation consultant / broker based on our criteria, we choose an open and transparent process.

- I checked with other communities, regional planning agencies (RPAs), and the Dept of Energy Resources (DOER) to create a list of recognized aggregation companies.

- Working with representatives from several communities (Selection Committee), we developed a scope of services and evaluation / selection criteria. This document was sent to 6 companies as a solicitation.

- We received six responses by the due date. I reviewed all proposals and selected the three with the most advantageous technical proposal. References were contacted for all three companies.

Voice: (508) 824-1367 ✦ Fax: (508) 823-1803 ✦ E-Mail: info@srpedd.org ✦ Website: www.srpedd.org

• The selection committee interviewed the three companies and unanimously selected Good Energy. After the selection, we opened the fee proposals. All companies bid the same fee. The selection committee, with representatives from several participating communities re-affirmed their strong support for the selection of Good Energy for SRPEDD Community Electricity Aggregation program

If there are any other questions regarding SRPEDD's activities with the Community Electricity Aggregation program, please let me know.

Sincerely,

Ross Perry
Director of Municipal Management, CPO
Monday – Thursday; 8:00 AM – 6:00 PM
508-824-1367 Ext 214
978-621-6662 Mobile

EXHIBIT C

City of Fall River, *In City Council*

ORDERED, that the Fall River City Council authorize the appropriate municipal department to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses of Fall River and for other related services, independently, or in joint action with other municipalities, and authorize the Mayor to execute all documents necessary to accomplish the same.

In City Council, October 28, 2014
Adopted

Approved, November 5, 2014
William A. Flanagan, Mayor

A true copy. Attest:

Alison M. Bouchard

City Clerk

SERVICES AGREEMENT

Professional Energy Consulting Services to a Municipal Aggregator

This Services Agreement ("Agreement") is made and entered into and effective on this 3rd day of December 2014 ("Effective Date") by and between the City of Fall River ("Municipality"), a Massachusetts municipal corporation, with offices located at One Government Center, Fall River, MA acting by and through its Board of Selectmen or Mayor, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its Managing Partner, its duly authorized representative.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Electric Load Aggregator" in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

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

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

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

Provisions

I. Performance of the Services. Service Provider shall perform each of the following activities and services, including all services reasonably inferable from those listed below (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

1. Assist the Municipality in the establishment of a municipal aggregation program including electric power services and related energy services, as determined by the Municipality, and the development of municipal load aggregation plan and an energy plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;

2. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed municipal aggregation Program and of the customer's right to decline to participate in the Program,

determining the validity and accuracy of the eligibility customer lists provided by the applicable public utility, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;

3. Coordinate the provision of an agreement between the applicable public utility ("Local Distribution Company" or "LDC") and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.

4. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include the following:
    - USPS mail campaigns
    - Local radio/TV spots, web-based infomercials
    - Cable access programming
    - Newspaper interviews and advertising
    - Municipal newsletters
    - Attendance at public hearings
    - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
    - Development and online hosting of dedicated online site_ www.mass.goodenergy.com
    - Billboard signage
    - Informational flyers

5. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal load aggregation.

6. Preparation of a municipal load aggregation plan and energy plan (the "Plans") in consultation with the Municipality and the Massachusetts Division of Energy Resources, addressing, inter alia, the following issues as applicable:
    - Detailed process and consequences of municipal electricity aggregation
    - Universal access, reliability and equitable treatment of all customer classes
    - Request for proposal – summary
    - Organizational structure – roles and responsibilities
    - Program operations – education, outreach and opt-out process
    - Rate setting and other costs
    - Program funding – expenses and fees
    - Methods for entering and terminating agreements associated with the plans
    - Rights and responsibilities of participants
    - Activation and termination of the plans
    - Constituent notification and enrollment
    - Description of annual reporting
    - Program move-ins and move-outs

- Green power - renewable energy
- Program education initiative
- Demand management and energy efficiency program
- Electric Service Agreement
- Pricing methodology
- Eligible customer service classes
- Competitive supplier selection criteria
- Selected competitive supplier responsibilities
- Liability

7. Assist Municipality with presenting the Plans to its citizen voters for approval.

8. Preparation of bid specifications and procurement of competitive bids for a licensed, competitive supplier for electric service, based on the most advantageous proposal, price and other factors considered, with final selection of a competitive supplier being decided by the Municipality.

9. Lead and assist with of all required consultations and filings with the Division of Energy Resources and the Department of Public Utilities in regards to the Plans.

10. Developing the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plans.

11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.

12. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.

13. Provide post-purchase program delivery and on-going daily monitoring services.

14. Provide the services set forth in and reasonably inferable from the scope of services in the Service Provider's Technical Proposal submitted in response to the SRPEDD Solicitation for Consultant Services and in the SRPEDD Solicitation for Consultant Services, which are incorporated into this agreement. Attached as Exhibit 1.

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

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

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

E. Service Provider shall not subcontract any Services to any person or entity who is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified

and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant shall not relieve Service Provider of its responsibility for all Services.

II. Obligations of Municipality.

Municipality shall:

A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan and energy plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).

B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.

C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.

D. Reasonably cooperate in the development of the Plans and all required regulatory consultations, filings and proceedings.

E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.

F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

III. Term and Termination. The Agreement shall commence on the 3rd day of December 2014 and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the expiration of the current Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of the Electric Service Agreement but billed and paid after the expiration of the Electric Service Agreement, provided that nothing in this Agreement prevents Municipality from terminating,

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

IV. **Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be $1.00/MWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

V. **Relationship of the Parties**. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

VI. **Indemnification.**

A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.

B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

VII. **Insurance.**

A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible, with a deductible not to exceed $50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of three years after completion of the work under the contract or the expiration of the contract, whichever is later.

B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.

C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified.

D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

VIII. Right to Audit.

A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.

B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

IX. **Taxes and Certifications.**

A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and

withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).

B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.

C. Service Provider has the following federal identification number for income tax purposes: 43-2003973

D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

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

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

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

XIII. Confidential and Proprietary Information.

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

B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Contract.

C. **Limitations on customer information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.

2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. **Proprietary Rights, Survival.** The obligations under this Article XII shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction. Service Provider agrees to accept service of process by certified mail at the address provided herein.

XV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVII. Compliance with Laws. Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 3rd day of December 2014.

CITY ~~/ TOWN~~ OF Fall River
By its Mayor or Board of Selectmen (Signature and Printed Name)

Signature:	Printed name:
	William A. Flanagan
Approved as to Form & Manner of Execution Only:	
Elizabeth Sousa	Elizabeth Sousa

GOOD ENERGY, L.P.
by: Good Offices Technology Partners, LLC, general partner

BY: _____, duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager

EXHIBIT E

Department of Energy Resources (DOER) Consultation Letter

EXHIBIT F

Certification by the Town Clerk of the vote at the meeting of the Board of Selectmen to approve the Aggregation Plan

EXHIBIT G

Customer Enrollment, Opt-Out, and Opt-In Procedures

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

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

1.1. Opt-Out Notice and Reply Card

1.1.1. The Consultant and the Municipality will design an Opt-Notice informing customers of the aggregation and their right to opt-out and an Opt-Out Reply Card that customers may mail to exercise their right to opt-out.

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

1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer to the Competitive Supplier to facilitate the notification and opt-out requirements of the program.

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

1.4. Customer Opt-Outs. During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt-out of the aggregation by:

1.4.1. Mailing the opt-out reply card to the Competitive Supplier; or

1.4.2. Calling the Competitive Supplier's customer service number and requesting to opt-out.

1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. Within five (5) business days after the conclusion of the 30-day opt-out

period, the Competitive Supplier shall submit transactions to the Local Distribution Company to enroll all Basic Service customers in the Municipality that did not opt-out, pursuant to Section 1.4.1 or 1.4.2.

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

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

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

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all Basic Service customers, the Competitive Supplier shall provide the Municipality with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the Local Distribution Company, and if so the date.

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

2. New Customers

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

2.2 When a new eligible customer first moves into the Municipality, the eligible customer will be enrolled automatically in the Program upon initiation of electric distribution service, subject to the customer's right to opt-out of the program as described in Section 2.5. However, if the customer is moving from another service address within the service area of the Local Distribution Company and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report.

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

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

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

3. Opt-Out After Initial Enrollment

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

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

3.1.2. By calling the Local Distribution Company and requesting to be returned to Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

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

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

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

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

4. Opt-In Procedure

4.1. Applicability

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

4.1.2. The opt in procedure applies to the following customers:

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

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

4.2. Prices

4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt in. Unless this requirement is waived by the Municipality, the end date of any opt-in contract shall be coterminous with end date of the Standard Product.

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

4.3. Opt-in Process.

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

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

5. Optional Products

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

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

EXHIBIT H

SAMPLE NOTIFICATION LETTER

This letter comes from the Municipality and is sent out by the Competitive Supplier.

Date

John & Mary Resident
1 Any Street
Anywhere, MA 00000

Dear Mr. & Mrs. Resident:

The residents voted at the Town Meeting held on _____ to participate in a buying group to aggregate the electricity load of the residents and businesses on the Basic Service with the Local Distribution Company. The objectives of this program are to give you competitive choice, longer term price stability, reduced electric rates and more options for electricity generated from renewable sources.

The Board of Selectmen with the assistance of Good Energy, L.P., have negotiated a two (2) year contract with ABC electric supply company to supply power to the residents and businesses. The electric rate comparison per kilowatt hour (kWh) between the Local Distribution Company and ABC electric supply company is as follows:

Rate Class	Local Utility	ABC electric
Residential	0.00000	0.00000
Commercial	0.00000	0.00000
Industrial	0.00000	0.00000

PARTICIPATION	ACTION NEEDED
If you want to participate in this program	You do not need to take any action.
If you do NOT want to participate in this program	1. Sign and date the enclosed postage-prepaid opt-out postcard. 2. Mail the postcard within 30 days

The Local Distribution Company will still deliver your electricity and service the transmission infrastructure and you will still receive one bill.

If you have any questions concerning this program, please call 800-000-0000 or visit our website at www.goodenergy.com

Sincerely,

The Board of Selectmen

CUSTOMER NOTIFICATION ENVELOPE

OFFICIAL TOWN BUSINESS

ELECTRIC SUPPLY PROGRAM
Competitive Supplier
1 Energy Way
Energy, MA 00000

John & Mary Resident
1 Any Street
Anywhere, MA 00000

DO NOT DISCARD – URGENT NOTICE REGARDING ELECTRIC RATES

CUSTOMER NOTIFICATION OPT-OUT POSTCARD

BUSINESS REPLY MAIL
FIRST-CLASS MAIL PERMIT NO. 677 ALBUQUERQUE, NM
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES

Competitive Supplier
1 Energy Way
Energy, MA 00000

ELECTRIC SUPPLY PROGRAM – OPT-OUT REPLY CARD

John & Mary Resident
1 Any Street
Anywhere, MA 00000

_____
Signature

_____
Date

OPT-OUT INSTRUCTIONS:
If you want to participate, you do not need to take any action.

If you do NOT want to participate, (1) sign and date this postcard and (2) drop it in the mail.

This card can only be signed by the customer of record whose name appears on this card and must be mailed within 30 days of the postmark on the Customer Notification.

ATTACHMENT 2

CITY OF FALL RIVER

COMMUNITY ELECTRICITY AGGREGATION

PUBLIC OUTREACH AND EDUCATION PLAN

Prepared by

GOOD ENERGY, L.P.

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Public Outreach and Education Plan

1. PURPOSE

As part of a municipal aggregation plan and in accordance with MGL Chapter 164, Section 134(a) a public outreach and education plan is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers 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 entity without penalty.

The Public Outreach and Education Plan (Education Plan) component of the Community Electricity Aggregation (Program) has two parts. The general public outreach and conducted by Good Energy will provide information to eligible consumers through electronic and print channels, public presentations and personal communications. The direct mail notification to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights. This letter will prominently state all charges and disclose the Basic Service rate, how to access it and that it is available to them without penalty.

In DTE 00-47 (2000), at 26, the Massachusetts Department of Telecommunications and Energy (DTE) concluded that the education plan component of the Cape Light Compact that included general education and direct mail notification, satisfied statutory requirements. In DTE. 04-32 (2004), the DTE concluded that the education plan component of the Cape Light Compact satisfactorily informed eligible consumers of their rights to opt-out of the aggregation in addition to other important information. The Public Outreach and Education Plan of the Municipality closely resembles the Education Plan of the Cape Light Compact.

The purpose of the Public Outreach and Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the aggregation.

The Public Outreach and Education Plan consists of two parts:

a) General Education: This will be conducted through electronic and print channels, public presentations and personal communications to inform eligible consumers about the aggregation.

b) Direct Mail Notification: This will be mailed out to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights. This letter will prominently state all charges and disclose the Basic Service rate, how

to access it and that it is available to them without penalty.

The general education component will provide a wide ranging public outreach for the direct mail notification, increasing public awareness of the mailing and its purpose and providing reinforcement of important information.

1.1 GENERAL EDUCATION

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

1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the Municipality, its Competitive Supplier, and Good Energy. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

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

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

1.1.2 Media Outreach

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

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the progress of the Program. A sample of available media media outlets are contained in Exhibit A.

1.1.3 Notices and Public Postings

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

1.1.4 Customer Service Center

Good Energy will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise.

1.1.5 Website

All information regarding the Program will be posted on the website of Good Energy, which is linked to the website of the Municipality. The Good energy 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 (Department), and the Competitive Supplier.

1.1.6 Public Presentations

Good Energy will provide presentations to the Board of Selectmen and to any interested community group.

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

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

The letter will inform eligible consumers:

a) about the aggregation and provide information regarding participation and rights;
b) that they have the right to opt-out of the aggregation without penalty;
c) of all charges, prominently stated, with a comparison of price and primary terms of

the Competitive Supplier and Basic Service;
d) about the opt-out process; and
e) in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

The opt-out notification will also contain a pre-addressed postcard with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of the mailing to return the opt-out postcard. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

An example of the opt-out notification letter and the opt-out postcard is contained as an exhibit to the Aggregation Plan.

2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 40-day period outlined below through the media and the toll-free telephone number.

DAY	ACTION OR EVENT
1	Press conference to announce the Program and introduce the Competitive Supplier
1	Customer service center opens (toll-free telephone number)
1	Press release on direct mail notification and the customer service center
1	Program information posted on appropriate websites: Good Energy, Municipality, and Competitive Supplier
1-7	Postings placed in public buildings
1-40	Public presentations to inform community groups about the Program and consumer rights
10	Direct mail notification sent to each eligible consumer
12-30	Display ads in newspapers describing the Program, the opt-out process and providing the toll-free telephone number
14	Local cable television show describing the Program, the opt-out process and providing the toll-free telephone number
16	Public Service Announcements describing the Program, the opt-out process and providing the toll-free telephone number
40	Deadline reached for eligible consumers to return the opt-out postcard
40+	Public outreach and education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible consumers
90+	Follow-up news releases to summarize the status of the Program

3 BUDGET

Notification Media	Responsible Party	Estimated Cost
Direct Mailing	Competitive Supplier	$2.00 per consumer
Press Conference	Good Energy	$250.00
Television	Good Energy	$250.00
Newspaper	Good Energy	$1,500.00
Electronic Communications	Good Energy	N/A
Public Presentations	Good Energy	N/A

Exhibit A

Sample of Available Media Outlets

Newspapers

Herald News, The Sun Chronicle, Taunton Daily Gazette, The Standard-Times

Radio

Fall River Community Media (FRC Radio), WBSM (1420 AM), WEEI (850 AM; 50 kW; BOSTON, MA), WALE (990 AM; 50 kW; GREENVILLE, RI), WARL (1320 AM; 5 kW; ATTLEBORO, MA), WBZ (1030 AM; 50 kW; BOSTON, MA), WWBB (101.5 FM; PROVIDENCE, RI), WSNE-FM (93.3 FM; TAUNTON, MA), WBOT (97.7 FM; BROCKTON, MA), WBMX (98.5 FM; BOSTON, MA)

Television

Fall River Community Media (FRC TV), Fall River Government Television, WWDP (Channel 46; NORWELL, MA), WLNE-TV (Channel 6; NEW BEDFORD, MA), WPRI-TV (Channel 12; PROVIDENCE, RI), WNAC-TV (Channel 64; PROVIDENCE, RI), WJAR (Channel 10; PROVIDENCE, RI), WSBE-TV (Channel 36; PROVIDENCE, RI), WCVB-TV (Channel 5; BOSTON, MA), WGBH-TV (Channel 2; BOSTON, MA), WHDH-TV (Channel 7; BOSTON, MA)

ATTACHMENT 3

CITY OF FALL RIVER

COMMUNITY ELECTRICITY AGGREGATION

ELECTRIC SERVICE AGREEMENT

Prepared by

GOOD ENERGY, L.P.

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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, the City of Fall River ("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 Municipality has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. 15-____;

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

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

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

ARTICLE 1 DEFINITIONS

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

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale.

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.

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.

1.5 Competitive Supplier - _____, a _____corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Competitive Supplier's Guarantor - _____

1.7 Credit Rating - With respect to the Competitive Supplier or Competitive Supplier's Guarantor, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor; provided, however, that the standing guaranty of _____, in favor of Competitive Supplier's Guarantor, shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

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

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

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

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, at one or more locations within the geographic boundaries of the Municipality. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality; as such boundaries exist on the Effective Date of this ESA.

1.13 ESA - This Electric Service Agreement.

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

performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

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

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

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

1.18 Green Power - Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

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

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

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

1.22 NEPOOL - The New England Power Pool.

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

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

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

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

1.27 Plan - Community Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Department on in D.P.U. 15- ____. The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

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

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

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

1.31 Regulatory Event - A change in a Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, that have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.32 Retail Price - As set forth in Exhibit A.

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

1.34 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Municipality change during the term of this ESA, Competitive Supplier shall only be obligated to supply All- Requirements Service to those Participating Consumers located within the Municipality as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor.

2.2 AGENCY RELATIONSHIP

The Municipality is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers, and is authorized to act as agent for all Participating Consumers. The Municipality and Competitive Supplier agree and understand that Participating Consumers shall be principals under this ESA and shall have privity of contract with Competitive Supplier; provided, however, that in any litigation arising under this ESA, only the Municipality, as agent for the Participating Consumers, has the right to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission ("FERC"), the Department, 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.

2.4 CONDITIONS PRECEDENT

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

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

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

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that the Municipality shall have exclusive ownership of all right, title, and interest in and to all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as a result of execution of this ESA. Competitive Supplier shall use Eligible Consumer data solely to provide All- Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with third-party vendors 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 vendor 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, Competitive Supplier shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier shall take Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier have access to or make use of any Eligible Consumer data, Competitive Supplier shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

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

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). The Opt- Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content 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 as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Municipality, such approval not to be unreasonably withheld.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Eligible Consumers resulting from errors or omissions in the information provided to it by the Local Distributor.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier or Good Energy, L.P. may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out. Within one (1) day after the Effective Date, the Municipality shall provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumers" service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Local Distributor rules.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier may provide All-Requirements Power Supply to such Eligible Consumers at Competitive Supplier's discretion, at a price determined by the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Eligible Consumers Served by Third-Parties - Eligible Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Eligible Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply at the Competitive Supplier's discretion at a price determined by the then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the

Service Commencement Date, and shall terminate with the Participating Consumers" first meter read date after _____, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

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

a) by the Municipality, or the Competitive Supplier, if either 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(c)), 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 in the event of the failure of the Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform and without the benefit of any cure period; provided, however, that the Municipality shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange 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; or

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. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of the right to collect all monies due for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA.

4.4 SPECIFIC PERFORMANCE

Notwithstanding any other provision herein, the Parties agree that if the Municipality (i) fails to comply with any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) seeks to modify, suspend or terminate the Program during the Term, or (iii) seeks to terminate this ESA except as expressly authorized in Article 4.2, Competitive Supplier shall be entitled to specific performance of this ESA. The Parties acknowledge and agree that because monetary damages are not available to Competitive

Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Municipality's actions as described in (i), (ii) and/or (iii), and further agree that Competitive Supplier will suffer irreparable harm if the Municipality takes any of the actions described in (i), (ii) or (iii) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. 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 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 a safe and reliable supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

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

purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any 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 reliable, safe, firm, All-Requirements Power Supply to the Local Distributor for delivery to Participating Consumers, and take Commercially Reasonable steps to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that the facilities owned or controlled by Competitive Supplier's affiliates or other sources of power supply are unable to generate and/or deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO- NE) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Local Distributor's facilities, to maintain the safety and reliability of the Local Distributor's electrical system, or due to any other reason, including emergencies, forced outages, potential overloading of the Local Distributor's transmission and/or distribution circuits, Force Majeure or the non-payment of any distribution service costs or other such costs due for services provided by the Local Distributor to a Participating Consumer.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality. The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.7, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to

receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

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

5.8 PARTICIPATING CONSUMER LISTS

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

5.9 COMPLIANCE WITH LAWS

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 to i) set the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA and to ensure that the Competitive Supplier complies with those terms and conditions, and ii) act as agent for Eligible Consumers with respect to the matters addressed in this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs, subject to Competitive Supplier's standard credit policies (to the extent permitted by law), Article 5.5

hereof, Exhibit A hereof and the terms of any approval or other order of the Department with respect to this ESA.

7.3 METERING

In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers Sections 3B(6) and 7A, which reads in part "The Company shall meter each Customer in accordance with tariff provisions", the Local Distributor will be responsible for any metering which may be required to bill Participating Consumers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers (M.D.P.U. No. 1024E) the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

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

7.4.3 Regional and Local Transmission

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

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

Competitive Supplier agrees that it 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.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before _____, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "affirmative choice" requirements of § 1F(7); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and to grant the Municipality the right to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

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

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Quarterly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with a quarterly report of sales which will contain: (i) the actual kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The quarterly report will be due to the Municipality or its agent within forty-five (45) days following the close of each quarter (March 31, June 30, September 30, and December 31). The kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within five (5) business days of the request. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a).

11.1.3 Standard of Care

Competitive Supplier shall use Commercially Reasonable practice 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 provide such information or data to the Municipality or its agent within a Commercially Reasonable time.

11.2 POWER SUPPLY REPORT

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

Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its 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 and at the Municipality's expense, Competitive Supplier shall provide back-up for any charge under this ESA questioned by the Municipality.

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. The Municipality shall treat any reports and/or filings received from Competitive Supplier as confidential information subject to the terms of Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts.

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 agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the

Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association ("AAA"), Boston, Massachusetts, appoint a mediator and the mediation will be held in Boston, Massachusetts or other mutually agreed to venue. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all parties involved in the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the Parties agree to submit such dispute to arbitration and agree that the arbitration process provided for in this Article 12.2 shall be the exclusive means for resolving disputes which the Parties cannot otherwise resolve through informal negotiation or mediation as described above. Any arbitration hereunder shall be conducted under the Commercial Rules of the AAA as modified herein. Arbitration proceedings shall take place in Boston, Massachusetts, before a single arbitrator who shall be an attorney with at least 20 years of experience in the energy industry, to be jointly selected by the Parties. If the Parties fail to agree upon an arbitrator within thirty (30) days, then either Party may apply to the American Arbitration Association's office in Washington, D. C. to select the arbitrator who must be an attorney at least twenty (20) years of experience in the energy industry. Unless otherwise agreed by the Parties, the dispute must be submitted to the arbitrator for determination within ninety (90) days from the date the arbitrator is selected and the arbitrator shall render his or her decision within thirty (30) days after such submission. Each Party shall use its best efforts and cooperation in order that the dispute is fully submitted to the arbitrator within such ninety (90) day period. All arbitration proceedings shall be confidential. Neither Party shall disclose any information about the evidence produced by the other Party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority or otherwise required by law or the rules of a national securities exchange. Before making any disclosure permitted by the preceding sentence, a Party shall give the other Party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure. In connection with any arbitration provisions hereunder, each Party shall have the right to take the depositions of individuals including any expert witness retained by the other Party. Additional discovery may be had where the arbitrator so orders, upon a showing of need. Each Party bears the burden of persuasion of any claim or counterclaim raised by that Party. The arbitration provisions of this ESA shall not prevent any Party from obtaining injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations for which such Party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the Parties hereby consents to the jurisdiction of Massachusetts courts for such purpose. The arbitrator shall apply Massachusetts law as required under Article 12.1 and shall have authority to award any remedy or relief that a court of the State of Massachusetts could grant in accordance with applicable law and the terms of this ESA, except that the arbitrator shall have no authority to award punitive damages. All attorney's fees and costs of the arbitration shall be borne by the Party incurring such costs or fees except that upon application by the Prevailing Party, the arbitration shall award the Prevailing Party its attorney's fees and expenses to be paid by the

other Party. Prevailing Party shall be defined for purpose of this Article 12.2 as the party to which the arbitrator issues an award of monetary damages or otherwise determines substantially prevailed on the merits in the arbitration. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award. The arbitrator's award shall be final, binding and non-appealable and judgment may be entered upon such award by any court of competent jurisdiction.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys" 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 Local Distributor, the Municipality or its employees or agents, or (ii) Competitive Supplier's actions or omissions taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Municipality, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article 13.1.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13.2, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the Municipality.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13.3 shall survive the termination of this ESA for a period of three (3) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

13.4 DUTY TO MITIGATE

All Parties agree 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 any 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 obligation of the Municipality

enforceable in accordance with its terms;
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 Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
d) all Participating Consumers are bound as principals to this ESA; and
e) no Bankruptcy is pending or threatened against the Municipality.

ARTICLE 15 INSURANCE

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, throughout the term of this ESA, comprehensive commercial general liability insurance of at least $1,000,000 combined single limit and excess liability coverage of at least $3,000,000 with insurers and with the Municipality named as additional insured. Competitive Supplier shall provide the Municipality with evidence, reasonably satisfactory to the Municipality, of its insurance hereunder, upon request.

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

Either Party may disclose the terms of this ESA to its affiliates, and to its officers, directors, employees, attorneys and accountants. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

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

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

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

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess costs as a result thereof, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.2 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign its rights 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 if it determines that the proposed assignee does not have at least the same financial ability as the assigning Competitive Supplier. Notwithstanding the foregoing, the Municipality may not unreasonably withhold its consent to an assignment to an affiliated entity under common control or management with Competitive Supplier or Competitive Supplier's corporate parent. Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA. 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 in any way impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, 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. The Parties agree to negotiate in good faith the terms, conditions, and prices for such products and services which the Parties agree should be included in a Municipality aggregation program.

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

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:

_____

_____

_____

_____

_____

If to Municipality:

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

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 and the Related Documents constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 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 all other Parties hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of Force Majeure continues for a period of one hundred eighty (180) 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.

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 attorneys" fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all services 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 THIRD PARTIES

The parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to $0.001 (1 mil) per kWh of Participating Consumers actual usage payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include this commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this ESA; provided however, that (i) this ESA remains in full force and effect, and (ii) the commission fee shall be paid ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this ESA.

18.12 WAIVER

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

18.13 CO-OPERATION

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

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms 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 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, which shall

not be unreasonably withheld, consistent with Article 5.7 hereof. 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 shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use their reasonably good faith efforts to agree as to the form, substance and timing of such release or statement.

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, Competitive Supplier acknowledges that the preceding sentence shall not limit the Municipality's rights under Article 13.1 to seek indemnification from Competitive Supplier or consequential, punitive, or incidental damages or other such losses claimed by third- parties, subject to the monetary limitation set forth in the Payment Guarantee.

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

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

EXHIBIT A

PRICES AND TERMS
Community Electricity Aggregation Program

Price by Rate Classification

Rate Class	Price per kWh
Residential	
Commercial	
Industrial	

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

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

Pricing: The Residential pricing must be at least $.001/kWh less than the approved _____ Fixed Basic Service Rate in effect for residential consumers. The pricing for Commercial and Industrial consumers must be at least $.001/kWh less than the approved _____ Fixed Basic Service Rate in effect for commercial consumers

The price for All-Requirements Power Supply shall be as stated on this Exhibit A through Participating Consumers' meter read dates in _____. Prices shall be fixed for the entire length of such pricing period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-requirements retail power supply will commence at the prices stated above as of Participating Consumers" first meter read dates after _____.

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.

Electric Service Agreement

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

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

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

EXHIBIT B

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	