

**D.P.U. 16 - \_\_\_\_\_**

**PETITION  
AND SUPPORTING DOCUMENTS  
FOR THE  
TOWN OF ARLINGTON  
MUNICIPAL AGGREGATION PLAN**

## **AGGREGATION DOCUMENTS**

### 1. Petition

#### Attachments

#### 1. Historical Overview

##### Exhibits

- A. Certified Vote to Pursue Municipal Aggregation
- B. Energy-Related Services Agreement
- C. Department of Energy Resources (DOER) Consultation Letter
- D. Certified Vote to Approve the Aggregation Plan

#### 2. Aggregation Plan

##### Exhibits

- A. Customer Enrollment, Opt-Out and Opt-In Procedures
- B. Sample Customer Notification Letter and Opt-Out Card

#### 3. Public Outreach and Education Plan

##### Exhibit

- A. Sample of Available Media Outlets

#### 4. Electric Services Agreement

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

\_\_\_\_\_) )  
Town of Arlington Municipal Aggregation Plan ) D.P.U. 16-\_\_\_\_  
\_\_\_\_\_) )

**PETITION FOR APPROVAL OF MUNICIPAL AGGREGATION PLAN**

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

1. The goals of the community electricity municipal aggregation program (the “Program”) are 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. Under the program the Municipality will have the opportunity to provide a portion of renewable or green power through renewable energy certificates (“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.

2. The Municipality formally initiated the process to develop an aggregation plan through approval of a warrant at the 2016 Town Meeting. The vote and the actions and events of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. (Attachment 1)

3. The Municipality seeks the Department’s approval of its Municipal Aggregation Plan (“Plan”) (Attachment 2) that describes the key features, structure and operation of the aggregation program and explains how the Plan meets the statutory requirements.

4. A Public Outreach and Education Plan has been formulated to ensure that residents and businesses are fully informed about the important aspects of the Plan to enable them to make intelligent decisions concerning participation in the Program. (Attachment 3)

5. The Plan and the associated form of Electric Services Agreement (“ESA”) (Attachment 4) ensure that the program complies with all requirements of G L. Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Municipality consulted with the Department of Energy Resources (“DOER”) in the development of the Plan and sought the input of the Local Distribution Company (“LDC”).

7. The Municipality is a member of the Metropolitan Area Planning Council (“MAPC”). Although Municipalities are not required to follow the competitive bidding process of G.L. Chapter 30B when entering into a contract for energy-related services, the MAPC issued a Request for Proposals for Community Choice Aggregation Consulting Services on behalf of its member municipalities. The MAPC selected Good Energy L.P. as its green municipal aggregation consultant through an open and competitive process.

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

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that for municipal aggregators, the distribution would normally be made

by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. The Department, however, may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive, raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, including press releases, public service announcements on local access 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,

TOWN OF ARLINGTON

By Attorney for Good Energy, L.P.

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Scott J. Mueller  
Scott J. Mueller Law Office  
16 Conant Road  
Chestnut Hill, MA 02467  
978-460-0693  
scott@sjmuellerlaw.com  
Dated: \_\_\_\_\_, 2016

# **ATTACHMENT 1**

**TOWN OF ARLINGTON**

**COMMUNITY ELECTRICITY AGGREGATION**

**HISTORICAL OVERVIEW**

Prepared by

**GOOD ENERGY, L.P.**

### *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 G.L. 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 a town meeting or by a board or city council.

In 2015, the Board of Selectmen and other representatives of the Town of Arlington (“the Town”) began exploring the aggregation of its municipal load under G.L. Chapter 164, Section 134.

On May 2, 2016, the Town Meeting passed a warrant article authorizing town officials to commence a Community Choice Aggregation Program and contract for electric supply as authorized by M.G.L. c. 164, Section 134. (Exhibit A)

On September 29, 2015, the Metropolitan Area Planning Council (“MAPC”) issued a Request for Proposals for Community Choice Aggregation Services (“RFP”) on behalf of the Town and other MAPC member municipalities. The RFP sought proposals to assist member municipalities in the development and administration of electricity aggregation plans that will support additionality (i.e. adding new renewable generation to the ISO-NE grid.) In January 2016, the MAPC selected Good Energy L.P. as its green energy municipal aggregation consultant.

On June \_\_\_\_, 2016, the Town, through its duly authorized representatives, the Board of Selectmen, signed the Energy-Related Services Agreement to retain Good Energy, L.P., as its aggregation consultant. (Exhibit B)



*Historical Overview*

On \_\_\_\_\_, the aggregation documents became available on the Town website for public review.

From \_\_\_\_\_ to \_\_\_\_\_, to encourage public review of the aggregation documents, municipal officials held a period for written comments by its citizens.

On \_\_\_\_\_, pursuant to G. L. Chapter 164, Section 134(a) and Chapter 25A, Section 6(11), representatives of Good Energy and the Town 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. Participants in that meeting included [insert name and title of municipal representative].

On \_\_\_\_\_, at a meeting of the Board of Selectmen, citizens were encouraged to make oral comments on the aggregation documents. No comments were received that required a change in the language or content of the aggregation documents. The aggregation documents continue to be available in the municipal offices for public review.

On \_\_\_\_\_, the Board of Selectmen voted to approve the aggregation plan. (Exhibit C).

On \_\_\_\_\_, the DOER issued a consultation letter. (Exhibit D)

## **EXHIBITS**

- A. Certified Vote to Pursue Municipal Aggregation.
- B. Energy-Related Services Agreement
- C. Department of Energy Resources Consultation Letter
- D. Certified Vote to Approve the Aggregation Plan

## **EXHIBIT A**

### **Certified Vote to Pursue Municipal Aggregation**



OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
730 MASSACHUSETTS AVENUE  
ARLINGTON, MA 02476

TOWN HALL  
OFFICE HOURS  
MONDAY, TUESDAY & WEDNESDAY  
8 A.M. TO 4 P.M.  
THURSDAY - 8 A.M. TO 7 P.M.  
FRIDAY - 8 A.M. TO 12:00 P.M.

STEPHANIE L. LUCARELLI  
TOWN CLERK

TELEPHONE

(781) 316-3070

**ARTICLE 28**

**VOTE/AUTHORIZING COMMUNITY CHOICE  
AGGREGATION**

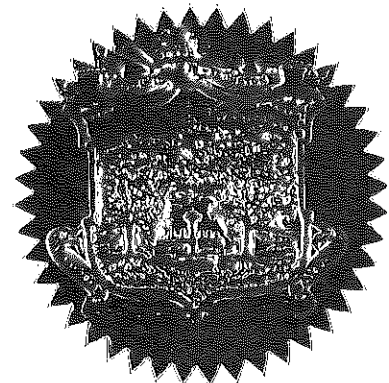
**VOTED: (ELECTRONIC TALLY, YES - 177, NO - 22)**

*Pursuant to M.G.L. c. 164 sec. 134, Town Meeting hereby authorizes the appropriate Town officials and departments to commence the process of developing a Community Choice Electrical Aggregation Program, and to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town of Arlington and for other related services, independently, or in joint action with other municipalities, and authorize the Town Manager to execute all documents necessary accomplish the same.*

**A true copy of the vote under  
Article 28 of the Warrant for the  
Annual Town Meeting of the  
Town of Arlington at the session  
held May 2, 2016.**

**ATTEST:** *Stephanie L. Lucarelli*

**Town Clerk**



## **EXHIBIT B**

### **Energy-Related Services Agreement**

## SERVICES AGREEMENT

### **Professional Energy Consulting Services to a Municipal Aggregator**

This Services Agreement ("Agreement") is made and entered into and effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 ("Effective Date") by and between the **Town of Arlington** ("Municipality"), a Massachusetts municipal corporation, with offices located at 730 Massachusetts Avenue, Arlington, MA 02476, 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 General Partner, its duly authorized representative.

#### **Recitals**

WHEREAS, Municipality is seeking to become a "Municipal 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 aggregation 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.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

1. Provide the services set forth in the scope of services in the Service Provider's Technical Proposal submitted in response to the Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02) issued by the Metropolitan Area Planning Council ("MAPC") and in the MAPC Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02), attached as Exhibits 1 and 2 respectively and incorporated herein.
2. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal aggregation.

3. 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 aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
4. Assist the Municipality in the achievement of additionality with its default electricity rate and optional green products. Service Provider will accomplish this by:
  - a. Identifying and assessing multiple options for achieving additionality;
  - b. Quantifying the known and potential kW of renewable generation and type of generation (e.g., wind, solar, etc.) that could be added to the New England electricity grid;
  - c. Providing evidence explaining and supporting additionality claims; and
  - d. Quantifying the impact on electricity rates.

Municipality expects Sustainable Energy Advantage to participate in the additionality quantification process. Further, Service Provider shall offer to have a representative from Sustainable Energy Advantage attend any meeting in which additionality options will be discussed with Municipality.

5. Preparation of a municipal aggregation plan (the "Plan") in consultation with the Municipality and the Massachusetts Division of Energy Resources which include, but are not limited to, the following issues as applicable:
  - Detailed process and consequences of municipal electricity aggregation
  - Universal access, reliability and equitable treatment of all customer classes
  - Requests for proposal issued by MAPC
  - Organizational structure – roles and responsibilities
  - Program operations – education, outreach and opt-out process
  - Rate setting and other costs, including offering rates in addition to the municipal aggregator's default electricity rate
  - Program funding – expenses and fees
  - Green power - renewable energy
  - Methods for entering and terminating agreements associated with the Plan
  - Rights and responsibilities of participants
  - Activation and termination of the Plan
  - Constituent notification and enrollment
  - Description of annual reporting
  - Program move-ins and move-outs
  - 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
6. Assist Municipality with presenting the Plan for public review.
  7. Assist with all required consultations and filings with the Division of Energy Resources and the Department of Public Utilities in regards to the Plan.
  8. Provide Municipality with electric power market pricing trends and any other relevant information to support the Service Provider's recommendation for timing of the electric service bid.
  9. Prepare bid specifications and procure competitive bids for licensed, competitive suppliers for electric service, based on the most advantageous proposal, price and other factors considered, with both final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality. When developing the electric service bid, provide analysis of MA Class I REC market pricing to allow the municipality to determine how it prefers to source the RECs (e.g. from competitive retail electricity suppliers, REC brokers, etc.).
  10. Develop 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 Plan.
  11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
  12. Assist with all required steps to implement the additionality strategy selected by the Municipality, which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating long-term contracts with renewable energy brokers or developers, and developing contract terms and conditions for Renewable Energy Credits and renewable energy brokers and developers.
  13. 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.
  14. 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 LDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;
  15. 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, but are not limited to, 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 that is unique to the Municipality
  - Billboard signage
  - Informational flyers
16. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
17. Lead and be responsible for post-purchase program delivery and on-going daily monitoring services.
18. Investigate the feasibility of and methods for Municipality to receive account level usage data for all accounts enrolled in the aggregation on a regular basis. At the request of the Municipality, Service Provider shall make all reasonable efforts to secure such data for the Municipality and to perform analysis of the data to make it actionable for the Municipality.
19. Provide a monthly report, by the 14<sup>th</sup> of the subsequent month, to Municipality that provides the following information for the past month and cumulatively for the aggregation:
- a. The total usage (kWh) in each available rate offered by the aggregation;
  - b. The total number of accounts in each rate offered by the aggregation;
  - c. The total number of opt-outs and opt-ins;
  - d. Costs savings achieved compared to known LDC rates;
  - e. Applicable summary information about additionality criteria (e.g., MA Class I RECs purchased); and
  - f. Other criteria the Municipality requests as relevant.
20. On an annual basis, provide a report to Municipality that includes the additionality impact of the Municipality's aggregation, in terms of:
- a. Quantification of the known and potential kW of renewable generation and type of that generation (e.g., wind, solar, etc.) added to the New England electricity grid; and
  - b. Evidence explaining and supporting additionality claims.
- 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 that 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 Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

**III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to

expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee.

**V. Relationship of the Parties.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

**VI. Indemnification.**

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

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

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

**VII. Insurance.**

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

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

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

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

XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

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

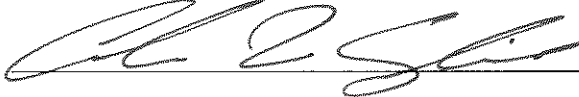
**XVI. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**CITY / TOWN OF** Arlington  
By its Town Manager

Signature:

\_\_\_\_\_

Printed name:

Adam W. Chapdelaine

**GOOD ENERGY, L.P.**

**By: Good Offices Technology Partners, LLC, its General Partner**

BY: \_\_\_\_\_, duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager

Exhibit 1: Request for Proposals





Deadline to Submit - 2:00pm, 10/28/2015

## Request for Proposals (RFP) for Community Choice Aggregation Consulting Services

September 29, 2015

### Metropolitan Area Planning Council (MAPC)

On behalf of the Cities of Somerville and Newton, the Towns of Arlington  
and Sudbury, and all other Metropolitan Area Planning Council Member  
Municipalities



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## Legal Notice of Request for Proposals for Community Choice Aggregation (CCA) Consulting Services

The Metropolitan Area Planning Council (MAPC) seeks proposals from qualified parties to develop and administer electricity aggregation plans through separate agreements with MAPC municipalities. The plans must support adding new renewable generation to the ISO-NE grid (i.e. additionality). A selection committee formed by MAPC will choose one or more qualified party(ies) to serve as a consultant and who will be available to the municipalities to enter into agreements.

RFP documents may be obtained beginning 9/29/2015 by contacting Patrick Roche by email at [proche@mapc.org](mailto:proche@mapc.org) using the subject line “Community Choice Aggregation RFP.” Proposals are due at MAPC, 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111 on 10/28/2015 at 2:00 pm.



## 1. Introduction

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### 1.1. Introduction

**Solicitation Lead:** Metropolitan Area Planning Council

**Address:** 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111

**RFP Primary Contact Person:** Patrick Roche, Energy Coordinator

**Email:** [proche@mapc.org](mailto:proche@mapc.org)

**Telephone:** 617.933.0790

**RFP Second Contact Person:** Heidi Anderson, MCPPO, Municipal Procurement Services Manager

**Email:** [handerson@mapc.org](mailto:handerson@mapc.org)

**Telephone:** 617.933.0764

This is a Request for Proposals (RFP) issued by the Metropolitan Area Planning Council (MAPC), on behalf of the 101 municipalities that it represents. The Cities of Somerville and Newton and the Towns of Arlington and Sudbury have each elected to be expressly named in this RFP as an indication of their interest in pursuing municipal aggregation. MAPC seeks responses from qualified, interested parties (individually a “Respondent” and collectively the “Respondents”) to perform the following services for any of the 101 municipalities:

- Develop a plan to aggregate the electrical load of electricity customers within a municipal jurisdiction; the plan will enable the municipality to generate emissions reductions through either the purchase of renewable energy above and beyond what is required by the state’s Renewable Portfolio Standard or another method
- In consultation with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU), develop, prepare, implement and secure regulatory approval and perform all services related to administering the aggregation plan as defined by and in compliance with M.G.L. c.164, §134 and any other applicable statute or regulation.

A selection committee comprised of MAPC, the City of Somerville, the Town of Arlington and the Town of Sudbury, will select one or more qualified Respondents to serve as a consultant (“Vendor”). Vendor(s) will be available to the 101 municipalities to enter into separate agreements for the services described and at the rates contained in their proposals. Participation in this RFP does not commit or bind any municipality to entering into any agreement with the selected Vendor(s).

### 1.2. Background on MAPC & Named Municipalities

MAPC is the regional planning agency (RPA) for the greater Boston region, comprising 101 municipalities. It is a governmental entity established by M.G.L. c.40B, §24, et al, to maintain a regional perspective on growth, development, and governance for the welfare of the region. Of MAPC’s member municipalities, MAPC is aware of 8 that have either implemented or are in the process of implementing Community



Choice Aggregation. An additional 20 are served by municipal light plants and are not eligible for Community Choice Aggregation (CCA). MAPC has authority to collectively procure goods and services under M.G.L. c.7, §22B.

Of the municipalities named in this RFP, only the Town of Sudbury has authorized aggregation. The City of Somerville, City of Newton, and the Town of Arlington have all expressed interest in aggregation. In Somerville, the Mayor has convened a Task Force to manage the process of securing authorization for CCA and then guiding the development of the aggregation plan. The City has a goal to be carbon neutral by 2050 and sees CCA as a valuable tool to help achieve it. In Arlington, the Town Manager is cooperating with the Town's Energy Working Group to bring the issue of aggregation to the Board of Selectmen and Town Meeting, planned for spring 2016. In preparation, the Town Manager has directed his staff to participate in this selection process.

The City of Somerville and Town of Sudbury have expressed interest in contracting for at least two years and the Town of Arlington has expressed interest in exploring whether a hedging or "ladder" strategy in contracting would minimize risk and how it might impact the additionality goals. For example, such a ladder might be contracting for 50% of load for 6 months, 25% for 1 year, and 25% for 3 years.

### **1.3. Goals of Community Choice Aggregation**

In addition to improving electricity price stability for rate payers, MAPC and the named municipalities desire to leverage CCA as way to add more renewable energy to the ISO-New England electricity grid, thereby displacing fossil fuel generation and ultimately reducing greenhouse gas (GHG) emissions on the ISO-New England grid. One way CCA can accomplish this is when a municipality opts to purchase more renewable energy than what is required by the state's Renewable Portfolio Standard, provided that the purchases have additionality. Additionality is achieved when a purchase or payment can be shown to be responsible for the addition of new renewable generation to the grid, (i.e. in the absence of the purchase, that generation would not have been added to the grid). Renewable energy that would have been added to the ISO-NE grid simply to meet increasing requirements from the state's Renewable Portfolio Standard would not qualify as additional. It is imperative upon the Respondent to be able to provide the evidence that supports additionality. Through this RFP, MAPC and the named communities seek Respondents who can identify and procure renewable energy with the strongest evidence for additionality.

The preference of the named municipalities is for additionality to be achieved through the purchase of Renewable Energy Credits (RECs). MAPC and the named municipalities encourage innovative solutions and will also accept strategies for achieving additionality through:

- 1) Direct Investment in a renewable energy project
- 2) Other strategies

If purchasing RECs, MAPC and the named municipalities consider eligibility for Massachusetts Class I status as the minimum characteristic for a renewable energy purchase to have additionality. MAPC and the named municipalities are interested if brokers would suggest adding other characteristics or criteria to strengthen the evidence of additionality.



For the purposes of this RFP, Respondents should assume that municipalities desire to contract for a default electricity supply at a rate (\$/kWh) equal to reasonably projected rates for their utility's basic service, and rate competitiveness is best considered over the length of the aggregation contract. The default rate will provide price stability through longer term contracts than basic service, and any price savings should be used to fund the addition of renewable energy to the ISO-New England grid.

#### **1.4. Contract**

The selected Vendor(s) will sign MAPC's contract (**See Section 10**) which stipulates that the Vendor is officially selected, is authorized to enter into separate agreements with any MAPC municipality within the duration of the contract, and will adhere to the terms and conditions and MAPC fee requirements.

#### **1.5. Duration of Contract with MAPC**

The contract resulting from this RFP will last from the date of selection through December 31, 2016. At any point during this time the Selected Vendor(s) may represent themselves as an "MAPC Selected Vendor" and enter into separate agreements with MAPC municipalities. MAPC anticipates conducting another procurement to cover the subsequent year starting January 1, 2017.

#### **1.6. Subscription Form**

MAPC municipalities wishing to utilize the services of a selected Vendor under a contract resulting from this RFP will be required to complete and sign a "Municipal Subscription Form" agreement and submit to MAPC prior to engaging the services of any Vendor. A sample "Municipal Subscription Form" can be found in **Section 9**.

Once the "Municipal Subscription Form" agreement has been executed by the municipality and submitted to MAPC, the eligible party will be responsible for managing and directing the work of the selected Vendor for all work orders initiated by the municipality.

#### **1.7. Fee**

MAPC will assess a fee of \$0.000025/kWh, paid by the electricity supplier to MAPC, for the first year of a municipality's supply contract for purposes of covering MAPC's cost of project development, administration, and support. Respondents must commit to incorporating this fee in supply contracts.

## **2. RFP Process**

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MAPC does not plan to issue a list of recipients of this RFP and MAPC did not perform any pre-qualification of Respondents.

## 2.1. RFP Timeline

RFP Published in Goods & Services Bulletin and Advertised	9/28/2015
RFP Available	9/29/2015
Final Inquiries Due:	10/14/2015 by 2:00 pm
Proposals Due:	10/28/2015 by 2:00 pm
Anticipated Interviews:	11/11/2015
Anticipated Selection:	11/18/2015

## 2.2. Questions & Inquiries

All questions and inquiries concerning this RFP must be submitted in writing no later than 2:00 PM on 10/14/2015. Inquiries will not be answered directly. MAPC will issue an addendum which will address the written questions submitted by the deadline and will be sent to all Respondents on record as having received the RFP. It is the responsibility of the Respondent to contact MAPC at the e-mail address above prior to the submittal deadline to ensure that the Respondent has received all addenda issued by MAPC.

## 2.3. Selection Process

Technical Proposals will be evaluated by a selection committee. The names of committee members are not a matter of public record prior to, or during the evaluation process. The selection committee is comprised of a representative from MAPC, City of Somerville, Town of Arlington and the Town of Sudbury. The Selection Committee will review the technical proposals and will determine which technical proposals meet the minimum evaluation criteria set forth in **Section 6** below. The Selection Committee will review such technical proposals, may issue written or in-person questions for clarification, and will then rank the technical proposals in accordance with the comparative evaluation criteria set forth in the **Section 6** below. The Selection Committee may then conduct interviews with the top ranked Respondents, after which it will adjust technical proposal rankings if necessary. The Selection Committee will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the Selection Committee's analysis of both the Price-Proposal and the Technical Proposal, the Selection Committee will select the most advantageous proposal(s), taking into consideration price and all other evaluation criteria set forth in the RFP.

## 2.4. Rule of Award

The Selection Committee will make the final determination of awards. Although multiple Vendors may be selected, the number of Vendors selected will be determined on the basis of the competitiveness of the proposals received.

Only those Vendors who submit all required forms and materials and whose proposals conform to the requirements set out in this Request for Proposals will be considered responsive. Determination that a Vendor is responsible (i.e. Proposer has the integrity, capability, and reliability to do the work) will be



based upon an evaluation of references. MAPC reserves the right to perform whatever additional due diligence it deems necessary to determine that the Proposer is responsible including, but not limited to, acting as their own reference.

MAPC may request additional clarifying information from a Respondent during this evaluation process.

MAPC will promptly notify Vendors selected upon conclusion of the evaluation process.

MAPC is required by law to overlook “minor technical formalities” such as misspellings and other non-material errors. MAPC may, at its sole discretion, waive strict compliance with RFP requirements that are not required by law, when it determines that so doing is in its best interest and that of participating RPAs and municipalities. MAPC is further required to correct arithmetic errors where the intent is obvious, but cannot do so where intent is not obvious.

### 3. Scope of Services

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#### 3.1. Conduct Legislative Research

In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized CCA. Retail access to the electricity market commenced March 1, 1998. The Respondent shall:

1. Analyze the existing legislation and its impact to CCA/supply/energy efforts of the participating municipality;
2. Review any subsequent amendments to the legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU"); and
3. Monitor relevant Federal legislation and regulations for potential impacts to the aggregation plan and supply/energy plan

#### 3.2. Assist with Authorization of Aggregation

In communities that have not yet authorized aggregation, Respondent shall support the municipality in its authorization process, such as providing information, data, or appearing to speak at relevant meetings.

#### 3.3. Develop Aggregation Plan

Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality’s discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan’s default rate.

The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:

- Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.
- 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;
- Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;
- A plan for ongoing customer support including, but not limited to:
  - Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;
  - Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;
  - Commitment to attend meetings with municipal officials, as required;
  - Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
  - Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.

### **3.4. Secure Approval of Aggregation Plan**

Prepare and submit, with municipal approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the community in all communications with these state authorities. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).

### **3.5. Provide Broker Services for Electricity & Renewable Energy Procurement**

#### **3.5.1. Develop a supplier RFP**

Develop a Request for Proposals (RFP) for electricity supply for municipal review and approval. The RFP should include, at a minimum, the following key components:

- A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)
- Services and features desired,
- Qualification criteria to have a bid considered
- Criteria used to select the supplier

- Essential provisions of the standard contract with the selected supplier
- The term of service

The Respondent 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 Respondent shall assist the participating municipality 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 participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.

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

### 3.5.2. Manage supplier procurement and negotiate the supply contract:

The Respondent shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers.

No contract negotiated by the Respondent 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 the participating municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from distribution utility, its successors and assigns. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.

### 3.5.3. Manage procurements for replacement supply contracts as needed

The Respondent shall act as broker during the procurement process and provide all necessary technical and legal services during the negotiations with prospective suppliers.

### 3.5.4. Manage other procurements, as needed, to secure additionality

If a contract other than the primary electricity supply contract is needed to make the payments or purchases that will deliver additionality, then the broker must manage procuring, negotiating, and contracting for it.

### **3.6. Perform Customer Enrollment/Transition Process**

After approval of the price and term of the agreement by the participating municipality with a supplier, the Respondent shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.

### **3.7. Provide Public Education**

For both customer enrollment and post-enrollment, the Respondent shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Respondent will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media. The Respondent should have plans to message and engage with different stakeholder groups in a community (e.g. residents, businesses, elected officials) and plans for effectively connecting with populations that speak English as a second language.

### **3.8. Prepare Required Filings and Reports**

The Respondent 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 the participating municipality officials on behalf of the its residents.

### **3.9. Manage & Monitor Aggregation Program**

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

- Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;
- Administer the "opt-out" process for customers;
- Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality 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 participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality officials;
- Ensure compliance of the electricity supplier with the contract;
- Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts;
- Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;
- Provide answers to questions from ratepayers; and
- Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.

- On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.

## 4. Submission of Proposals

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Competitive sealed proposals for the services specified will be received by MAPC c/o Patrick Roche at 60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111, no later than 2:00 PM. local time on 10/28/2015, according to the requirements set forth for the format described in this Section of this RFP. The clock in the offices of the MAPC shall be considered official. No late submissions shall be considered.

It is mandatory that price and technical proposals be submitted in separate sealed envelopes. Please submit:

- One original price proposal in a sealed envelope marked in the lower left corner with the words: "MAPC CCA02 – Price Proposal" as well as the Respondent's name.
- One (1) original hard copy and one (1) electronic copy of the technical proposal in a sealed envelope or box marked in the lower left corner with the words: "MAPC CCA02 - Technical Proposal" as well as the Respondent's name.

Additional submission information:

- **Materials**
  - *Electronic copy:* please make a searchable PDF to facilitate review. This means that a reader could use the Find/Search tool to search for a keyword in the document. MAPC understands some components of the proposal may not be searchable, such as signed documents that must be scanned in from a hard copy. Please try to make as much of the document searchable as possible.
  - *Hard copy:* please ensure as much of the document is recyclable as possible. It is preferred that colored paper or other visually distinguishing, recyclable product be used to separate sections, rather than plastic tabs. Three ring binders are preferred to bind the entire document.
- All proposal prices submitted in response to this RFP must remain firm for 1 year following the proposal opening.
- Changes, modifications or withdrawals of submissions may only be submitted in writing to the MAPC prior to the submission deadline and must be clearly marked, as appropriate, "Correction, Modification or Withdrawal of Proposal of CCA Consulting Services."
- Neither the MAPC nor the participating municipalities assumes liability for and will not reimburse any costs incurred by any contractor (whether or not selected) in developing responses to this RFP.
- By submission of a proposal, the Respondent indicates acceptance of all terms and conditions of this RFP. Upon finding any omissions or discrepancy in this RFP, each Respondent shall notify the MAPC immediately so that any necessary addenda may be issued. Failure of a Respondent to

investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Respondent from any obligation with respect to their submission.

- Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, M.G.L. c.66, §10 and is bound thereby. Disclosure of any information provided by any Contractor in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to M.G.L. c.66, §10.
- Submission of a proposal shall be deemed permission to the MAPC Selection Committee to make inquiries concerning the Respondent to any persons or firms deemed appropriate by the Selection Committee, including any named subcontractors.
- Each proposal will be reviewed for completeness, and incomplete submissions may be rejected without further consideration. Additionally, failure to submit proposals in separate sealed envelopes will result in rejection of the proposal. A proposal will be considered complete if all requested sections and information are included in the proper order. Respondents shall use the prescribed format to indicate their experience and qualifications and describe their approach to implementing a Community Choice Aggregation program for the municipality participating in this RFP.
- MAPC reserves the right to waive any minor irregularities and formalities in the selection of the vendor for this project.

#### **4.1. Minimum Eligibility Requirements**

Partnerships are allowed. If there is a partnership, one entity must take responsibility as the lead.

Respondents must:

- have previous experience in the energy industry
- be a broker licensed by the DPU (i.e. Electric Broker License) to do business in the area served by the local distributor
- have **either**
  - experience in consulting on the development and implementation of at least one plan for Community Choice Aggregation (CCA) for retail customers, pursuant to M.G.L. c.164, §134; OR
  - demonstrated experience in both electricity procurement AND community outreach/education

## **5. Submission Requirements**

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The following section details the contents of the Price and Technical proposals.

### **5.1. Price Proposal**

To be considered responsible and responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, Respondent shall submit their price proposals on the form entitled "Price Proposal Form" that is enclosed herewith in **Section 7**.

The “Price Proposal Form” requires a prices structure that charges a fee per kWh consumed, as is consistent with consultants for Community Choice Aggregation. If the Respondent has proposed multiple strategies to deliver additionality and it feels at least one of those strategies would require a different level of fee, it may list the different fee(s) in **Section 7**. The Respondent should convincingly describe why a different level of fee is justified. The Respondent should provide the exact amount of the fee, unless it can provide satisfactory reasons why the fee cannot be calculated at this time. In that case, the Respondent must provide the formula it will use to arrive at the amount of the fee.

All fees must be incorporated into the cost of electricity supply and paid by the electricity supplier to the Respondent.

## **5.2. Technical Proposal**

Respondents shall submit technical proposals that include the following requirements:

### **5.2.1. Required Documents**

Each proposal submitted by a Respondent in response to this RFP must be accompanied by the following required items. MAPC reserves the right to reject proposals submitted without these required items:

- Copy of Electric Broker’s License
- Cover letter: Stating that proposal prices will remain firm for 1 year after the proposal opening;
- Fully executed forms (**See Section 8**), which include:
  - Respondent Information Form
  - Contractor Authorized Signature Verification Form
  - Certificate of Non-Collusion
  - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
  - Affirmative Action Plan Form
  - Conflict of Interest Certification (M.G.L. c.268A)
  - Certificate of Compliance with M.G.L. c. 151B
  - Certificate of Non-Debarment

### **5.2.2. References**

Please select three (3) clients to act as references, and provide the names, phone numbers, and emails (if available). Please also provide a succinct description of the projects (up to a half page each).

### **5.2.3. Respondent Background**

1. Provide background on the Respondent’s firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation, etc.
2. Note location of the offices from which the services will be managed.

3. If Respondent has any financial interest in any energy supplier (or vice versa), Respondent should disclose this and provide an argument as to why such interest will not limit or reduce the municipality's access to the most competitive process possible for its electricity supply.

#### 5.2.4. Personnel

Respondents should describe projected resource availability for the anticipated duration of the project. This includes identifying and providing short biographies of the key project personnel that will work on the project as well as their anticipated roles.

#### 5.2.5. Qualifications for Implementing Community Choice Aggregation

1. Provide a description of the Respondent's experience with Community Choice Aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation plans, brokering contracts for competitive electricity supply rates, and implementing effective public education and outreach plans. If Respondent has not implemented a Community Choice Aggregation program, then it must demonstrate experience with both electricity procurement AND community outreach/education.
2. Briefly describe Respondent's understanding of the aggregation regulations in Massachusetts, including precedents established or rulings by the Department of Public Utilities that shape how plans may be structured or what features may be included. This would include ability for municipalities to implement ladder or hedged contracts, adders to fund staff or programs, termination and re-activation of programs, etc.
3. Provide an example of a past outreach strategy plan along with copies of any outward-facing communications that were included.
4. Provide a list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:
  - 1) Approval of aggregation plan by the appropriate regulatory authority; and
  - 2) Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)

For each project, please indicate whether the two milestones listed above have been completed and please provide the name and location of the municipality, total population served through the aggregation, and the annual kilowatt-hour demand served.

#### 5.2.6. Qualifications for Delivering Additionality

1. Describe the Respondent's understanding of additionality as it pertains to the Massachusetts regulated utility market and the ISO-New England grid. Does Massachusetts Class I REC status generate additionality? What other attributes of contribute to additionality? Can a link be made



between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist?

2. Describe the Respondent's experience with identifying and procuring renewable energy generally and renewable energy that meets additionality criteria.
3. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s)

### 5.2.7. Technical Approach to Implementing the Scope of Services

1. Explain the respondent's ability to successfully work simultaneously with at least the four communities named in this RFP, as well as the broader list of MAPC municipalities that may enlist their services through December 31, 2016.
2. Based on the Respondent's understanding of additionality described above, what strategy(ies) does it offer for the named communities and other MAPC municipalities to achieve additionality and thereby add new renewable energy generation to the ISO-New England grid? As mentioned previously, the preference of the named municipalities is for additionality to be achieved through the purchase of excess Renewable Energy Credits (RECs). MAPC and the named municipalities do encourage innovative solutions and will also accept strategies for achieving additionality through:
  - a. Direct Investment in a Renewable Energy Project
  - b. Other strategies

Number each strategy and for each strategy offered, describe:

- a. Characteristics of qualifying projects or purchases (e.g. REC attributes)
  - b. Process for identifying and executing qualifying payments or purchases
  - c. Explanation of how it achieves additionality.
  - d. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.
  - e. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.
3. Describe in detail the work plan and mechanics of how the prospective Respondent will accomplish each task of the Scope of Services. Respondents should expand on the generalized outline of methods contained in the scope with specific details of how the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered. Respondent should use the four named communities to illustrate if and how their approach to any aspect of the scope of services might change based on load size, contract length or other criteria.

For the task “Provide Public Education”, Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community (e.g. residents, business, public officials, etc.). Respondent should also describe how it would tailor its engagement plan based on the characteristics of a community.

### 5.2.8. Optional Services/Extras

At the option of the respondent, propose additional and/or alternate elements to improve the scope of services to improve the ability of the participating municipality to meet the goals of **Section 1.3**.

### 5.2.9. Legal Proceedings

Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.

## 6. Evaluation Criteria

### 6.1. Minimum Evaluation Criteria

In order to be considered responsive, a proposal must have the required Price Proposal and all documents required in the Technical Proposal section.

### 6.2. Comparative Evaluation Criteria

All responsive proposals will be evaluated in the following areas based on comparative evaluation criteria for Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA). Feedback gained from references may impact the rating in any applicable category:

<b>Qualifications for Implementing Community Choice Aggregation</b>	
HA	Respondent demonstrates superior qualifications for all elements of Community Choice Aggregation projects.
A	Respondent demonstrates good qualifications for some or all elements of Community Choice Aggregation
NA	Respondent demonstrates poor qualifications for some or all elements of Community Choice Aggregation.

<b>Qualifications for Delivering Additionality</b>	
HA	Respondent demonstrates superior understanding of additionality and qualifications for the strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases.
A	Respondent demonstrates good understanding of additionality and/or qualifications for strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases.
NA	Respondent demonstrates poor understanding of additionality and qualifications for strategy(ies) it has proposed to deliver additionality and analyze the impact of purchases.

<b>Qualifications of Project Team</b>	
HA	Respondent demonstrate(s) superior training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate (s) professional experience well beyond the minimum requirements.
A	The Respondent's resume(s) do/does not meet the criteria of HA, but does demonstrate(s) that Respondent has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum requirements.
NA	The Respondent's resume(s) do/does NOT demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein

<b>Technical Approach: Mechanisms for Achieving Additionality</b>	
HA	Respondent provides highly convincing strategy for achieving additionality and provides stragey(ies) with broad applicability to MAPC municipalities.
A	Respondent provides highly convincing strategy for achieving additionality but provides strategy(ies) without board applicability to MAPC municipalities.
NA	Respondent provides non-convincing strategy for achieving additionality.

<b>Technical Approach: Design, Approval, and Implementation of Aggregation</b>	
HA	Proposal demonstrates a superior approach to the subject material and superior understanding of issues addressed by the work. It also includes superior approach to the public engagement process.
A	Proposal demonstrates a good approach to the subject material and good understanding of issues addressed by the work
NA	Proposal does NOT demonstrate a good approach to the subject material and good understanding of issues addressed by the work



## 7. Price Proposal Form

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

Management fee per kWh	\$
Applicable to strategy(ies)	#
Management fee per kWh	\$
Applicable to strategy(ies)	#
Management fee per kWh	\$
Applicable to strategy(ies)	#

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Phone number \_\_\_\_\_

E-Mail \_\_\_\_\_

Date \_\_\_\_\_

Exhibit 2: Service Provider's Technical and Price Proposal



Prepared by: **Good Energy, L.P.**

**Response to the Request for Proposals from  
Metropolitan Area Planning Council (MAPC) for  
Community Choice Aggregation Consulting Services**

On behalf of the Cities of Somerville and Newton,  
the Towns of Arlington and Sudbury,  
and all other Metropolitan Area Planning Council Member Municipalities

**Submitted to: Mr. Patrick Roche, Energy Coordinator  
Metropolitan Area Planning Council  
60 Temple Place, 6<sup>th</sup> Floor, Boston, MA 02111**

**Submission Deadline: October 28, 2015 – 2:00 PM**

**TECHNICAL PROPOSAL**

October 27, 2015

Mr. Patrick Roche  
Energy Coordinator  
Metropolitan Area Planning Council  
60 Temple Place, 6th Floor  
Boston, MA 02111

Re: CCA02: Request for Proposals (RFP) for Community Choice Aggregation Consulting Services on behalf of the Cities of Somerville and Newton, the Towns of Arlington and Sudbury and all other Metropolitan Area Planning Council Member Municipalities

Dear Mr. Roche:

The partners and staff at Good Energy are very pleased to submit this response to the above referenced Request for Proposals.

The proposal prices stated in our response will remain firm for one (1) year after the proposal opening and for any extensions until December 31, 2018.

The following documents are enclosed for review by the MAPC Selection Committee:

- One (1) original hard copy and one (1) electronic copy of the technical proposal in a sealed envelope marked in the lower left corner with the words: “MAPC CCA02 - Technical Proposal.”
- One original price proposal in a sealed envelope marked in the lower left corner with the words: “MAPC CCA02 – Price Proposal.”

Good Energy has developed municipal aggregation plans for the City of Melrose and the Town of Dedham that have been approved by the Department of Public Utilities that have similar renewable energy objectives as the municipalities for whom this Request for Proposals has been issued.

MAPC municipalities would be serviced primarily through Good Energy locations in Boston and Conway, MA, and fully supported by personnel and operations in Norwalk, CT and our New York, NY headquarters. We look forward to progressing in your selection process and being interviewed by the Selection Committee. Thank you for your time and consideration.

Sincerely,

Philip Carr  
Regional Director, New England

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Certificate of Compliance with M.G.L. c. 151B	



Certificate of Non-Debarment  
Statement of Legal Proceedings  
Electric Broker License  
Certificate of Insurability - Example  
References  
    Massachusetts References  
    National References - List of all clients for the last three years  
Good Energy Team Resumes  
2015 Energy Leadership Award  
Good Energy Public Outreach, Education and Marketing Plan  
Good Energy Information Websites  
Marketing Samples  
Good Energy Website Screenshots  
Mass Energy Resumes-Screenshots-Label  
Sustainable Energy Advantage Qualifications, References & Screen Shots

## Introduction

Good Energy, L.P. (“Good Energy”) is the industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. In Massachusetts, Good Energy is proud to have been awarded two highly competitive bids separately by the selection committees of both the Southeastern Regional Planning and Economic Development District (SRPEDD) and the City of Melrose administered by Metropolitan Area Planning Council (MAPC). Good Energy currently has DPU approval and is going to bid for 24 communities comprised of 215,000 households and over 550,000 residents.

Good Energy is the national expert in municipal aggregation programs. Economic value is the foundation of a Good Energy program (\$150 million saved for our 2 million residents enrolled). By economic value we mean the best rate for energy and renewables, as well as the best contract terms (no termination fees and only fixed rates for the contract term) and the most competitive bid. Also, we super-size buying power where possible by combining communities into one large competitive bid. No consultant in the country has saved more money for its enrolled clients than Good Energy. Economic value is the foundation on which you can build in optional elements such as renewable energy and energy efficiency programs.

If renewable energy is one of your program objectives, Good Energy has secured the largest REC purchase in the country ever procured by a municipal aggregation consultant, for over 200,000 households. If you want to support local renewable energy, no consultant can accomplish that objective better than Good Energy through our partnership with Mass Energy Consumers Alliance, the recognized leader in sourcing MA Class 1 RECs in the Commonwealth. Good Energy is the first consultant to date to submit Aggregations Plans to the DPU which include MA Class I RECs as part of the standard product. The City of Melrose and Town of Dedham will incorporate 5% of MA Class I RECs as part of their standard product, while offering an optional product that will be comprised of 100% MA Class I RECs. Good Energy’s REC purchasing strategy and partnership with Mass Energy Consumers Alliance, resulted in MA Class I RECs procured at \$40 per REC. This amount is almost 24% below the

current market value of \$52 per MA Class I REC, and demonstrates Good Energy's expertise in obtaining local green at the BEST possible price.

Good Energy commitment to local MA Class I RECs is evidenced by the simple fact that all of our 24 currently DPU approved communities are incorporating only MA Class I RECs in their municipal aggregation programs. If your community's objectives for implementing a municipal aggregation program include reducing GHG, and supporting new renewable energy development, then only MA-Class I RECs achieve that goal. In addition, none of our 24 communities will include non-MA Class I RECs and dilute their commitment to GHG reduction and increasing the development of renewables.

Good Energy has also partnered with Sustainable Energy Advantage, the leading renewable energy market and policy research consultant in the Commonwealth.

**Good Energy, L.P., is NOT an energy supplier; is NOT owned by an energy supplier and does NOT own or have a financial interest in an energy supplier.**

Good Energy active aggregation programs nationwide now consist of more than 150 communities, with over 600,000 households in Illinois serving 2 million people, with combined savings projected to be in excess of \$150,000,000 through May 2016. In addition, we have 150,000 households across various municipalities in New Jersey under contract that are preparing to purchase for the first time. Overall, the total amount of communities signed up for our municipal energy aggregation services account for about 3 million residents, close to 1% of all US residents.

Good Energy is proud to have many of the largest municipalities in Illinois and New Jersey as part of its municipal energy aggregation client base, including Aurora, the second largest city in Illinois, and Edison and Woodbridge, the two largest municipalities initiating aggregation programs in New Jersey. We are also very proud that to date, no community has ever left one of our aggregation programs.

In New York, Good Energy has been chosen to develop and implement a pilot aggregation

program for Sustainable Westchester. New York is a recent addition to states implementing Community Choice Aggregation (CCA), also known as Community Energy Aggregation (CEA).

We entered the Massachusetts market in January 2014 after identifying that local market conditions as they relate to the price and volatility of electricity for residents and businesses, caused by natural gas supply constraints, power plant retirements and inflexible utility purchasing schedules. These conditions indicated a unique opportunity for the municipal aggregation product to provide substantial value to ratepayers given the optimal approach we have been perfecting in other markets. Upon entering the market, Good Energy sought out and hired the director of a municipal aggregation program for a competitor in Massachusetts who has in depth experience and expertise in all aspects of the DPU municipal aggregation approval process in Massachusetts. As a consequence, we are currently building large buying groups of municipalities to maximize purchasing power in the National Grid and Eversource service areas.

Good Energy has been selected as the aggregation consultant by twenty-four (24) municipalities in Massachusetts through competitive processes or after review of adopted competitive processes. These municipalities with Department of Public Utilities (DPU) Docket # 15-92 to 15-115 have received approval of their aggregation plans in an average record time of 2.5 months. A summary of municipalities is as follows:

<b>GOOD ENERGY, L.P., MUNICIPAL AGGREGATIONS SUMMARY</b>						
<b>#</b>	<b>Municipality</b>	<b>Population</b>	<b>Households</b>	<b>Load Zone</b>	<b>County</b>	<b>Utility</b>
1	Acushnet	10,303	3,818	SEMA	Bristol	Eversource
2	Attleboro	43,593	16,393	SEMA	Bristol	National Grid
3	Carver	11,509	4,286	SEMA	Plymouth	Eversource
4	Dartmouth	34,032	12,119	SEMA	Bristol	Eversource
5	Dedham	24,521	9,528	SEMA	Norfolk	Eversource
6	Dighton	7,086	2,386	SEMA	Bristol	National Grid
7	Douglas	8,471	3,206	SEMA/WCMA	Worcester	National Grid
8	Dracut	29,249	11,173	NEMA/WCMA	Middlesex	National Grid
9	Fairhaven	15,873	6,444	SEMA	Bristol	Eversource
10	Fall River	88,857	38,245	SEMA	Bristol	National Grid
11	Freetown	8,870	3,150	SEMA	Bristol	Eversource
12	Marion	4,907	1,873	SEMA	Plymouth	Eversource
13	Mattapoisett	6,073	2,436	SEMA	Plymouth	Eversource
14	Melrose	26,983	10,963	NEMA	Middlesex	National Grid
15	New Bedford	95,115	38,869	SEMA	Bristol	Eversource
16	Northbridge	15,707	5,538	SEMA/WCMA	Worcester	National Grid
17	Norton	19,031	6,297	SEMA	Bristol	National Grid
18	Plainville	8,264	3,232	SEMA	Norfolk	National Grid
19	Rehoboth	11,608	4,093	SEMA	Bristol	National Grid
20	Seekonk	13,722	4,752	SEMA	Bristol	National Grid
21	Somerset	18,165	6,983	SEMA	Bristol	National Grid
22	Swansea	15,865	6,173	SEMA	Bristol	National Grid
23	Westford	21,951	7,308	WCMA	Middlesex	National Grid
24	Westport	15,532	5,867	SEMA	Bristol	Ngrid/Ever
	<b>TOTALS</b>	<b>555,287</b>	<b>215,132</b>			

Good Energy, established in 2000, is a national energy management and consulting company operating in all deregulated energy markets. As a national consultant of retail energy supply contracts, including electricity, natural gas, demand response, and renewable energy certificates (“RECs”) we manage billions of dollars of energy spending for both public and private sector clients. We are a supplier neutral, privately owned consultant, maintaining relationships with over 40 national suppliers; we know their capabilities and understand that operational excellence is as important as price. Suppliers understand that Good Energy gets

the job done and gets it done right. We have 45 permanent employees and offices in New York City (headquarters); Boston and Conway, MA; Norwalk, CT; Carrollton, TX, Peoria, IL and Edwardsville, IL. Good Energy has the breadth and experience to manage large energy aggregation programs. No less than 25 of our staff are engaged in the daily aspects of operating municipal energy aggregation programs.

Good Energy brings the best ideas, methodologies and practices from across the country and combines this with substantive local experience and expertise. Our Massachusetts team includes Sustainable Energy Advantage, a leading renewable energy market and policy research consultant. In addition, Good Energy has partnered with Mass Energy Consumers Alliance, the gold standard for providing local MA Class I RECs with clear audit trails for verifiable additionality.

Our employees are specialists in working with the public sector and local government. We have attended hundreds of Town/City Council and Select Board meetings and their equivalents in different states, have former and current municipal leaders on staff and understand the pressures and concerns of leaders running programs in the public eye. We are extremely proficient at building inter-governmental consensus, which is important when one wants to leverage bulk purchasing among multiple municipalities.

Good Energy has the most sophisticated public education and media team of any aggregation consultant. We are experts in community outreach and education campaigns, perfected over time through hard earned experience in other states. For example, in Illinois, where a referendum is required for the passage of municipal aggregation, we had to run all-encompassing outreach campaigns through all media platforms while also making personal presentations to every type of grassroots organizations from religious groups to senior citizens. We are proud to say we were involved with over 150 successful referenda. Good Energy has a dedicated in-house marketing department fully integrated with all functions of our municipal aggregation team. We spare no expense to ensure that every potential customer can make an informed decision on how the aggregation program works.

Also of significance, as it relates to the Community Aggregation Program, is Good Energy's expertise in incorporating renewable energy into its procurement strategies. As a Green-e certified REC marketer, Good Energy has helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-e certified RECs into their municipal aggregation programs.

We are proud of what we have accomplished with municipal aggregation and are looking to build our business for the long-term. We know that if our communities are satisfied with our services our company will continue to grow. The track record of Good Energy in ongoing program management speaks for itself. In September 2013, Good Energy renewed 110 communities in Illinois, representing over one million people, in the single largest purchase ever by a consultant of electricity for residents through an aggregation program. **To date, no municipality has ever left one of our municipal aggregation programs**

On August 12, 2014, Ross Perry, Director of Municipal Management, of the Southeastern Regional Planning and Economic Development District (SRPEDD) issued a Request for Proposals (RFP) for an aggregation consultant for 15 municipalities with over 140,000 households in the SRPEDD service area who are interested in aggregating the electricity loads of their residents and small businesses. There were six responders to the RFP the top three of which were interviewed by the SRPEDD Aggregation Committee that was composed of representatives from the municipalities of Fall River, New Bedford, Rochester, Norton, Rehoboth, Swansea, Seekonk, and Acushnet. Good Energy was very pleased that on September 26, 2014, after interviewing their top three candidates, the eight (8) members of the SRPEDD Aggregation Committee voted unanimously to select the Massachusetts Good Energy Team as their aggregation consultant over the 5 other competitors.

On October 2014, Good Energy partnered with Mass Energy Consumers Alliance, the recognized leader in the Commonwealth when it comes to the sourcing and distribution of Massachusetts Class I RECs for its municipal aggregations. This organization provides clear audit trails as it relates to additionality and has unique access to Massachusetts renewable

energy projects. This enables customers to have a meaningful impact on the reduction of emissions through local sources with an affordable price.

On November 3, 2014, the Massachusetts Good Energy Team was selected by City of Melrose Selection Committee in a competitive process administered by the Metropolitan Area Planning Council (MAPC) to be their aggregation consultant over four (4) other competitors. The criteria for the City of Melrose for renewable energy and greenhouse gas emissions reductions was very strict. It is expected that other municipalities in the MAPC service area will want to participate in this type aggregation program.

From May 2015 we have been guiding our 24 Massachusetts municipal aggregation plans through the DOER consultation process and the DPU approval process and have received DPU approval of these aggregation plans. We are developing an RFP for a competitive bid for a Competitive Supplier to lower the Winter rates of the residents and businesses of these municipalities. To assist in the development and implementation of these municipal aggregation programs, Good Energy has offices in Boston and Conway, MA. We would be honored to work with the municipalities in the MAPC service area.

*Good Energy is very pleased to be included in the RFP process for the MAPC. After thorough review of the RFP document and in hopes of facilitating the grading process for the MAPC Selection Committee, Good Energy has attempted to reduce redundancies by directing the readers to various sections of our response and/or appendices where a reply or requested information has already been provided.*



## Goals of Community Choice Aggregation

Good Energy, L.P. is the national leader in municipal aggregation:

- Over 150 successful and active municipal aggregations;
- Serving over 2,000,000 residents;
- Over 390,000 households with 100% renewable energy;
- Savings of municipal aggregations through May 2016 of over \$150,000,000.

Good Energy, L.P. is the leader in municipal aggregation in Massachusetts:

- Twenty-four (24) municipalities with over 215,000 households and over 550,000 residents have received approval from the DPU;
- DPU has approved these municipal aggregation plans in an unprecedented average time of 2.5 months from submission to approval and represents the largest municipal aggregation by household count in Massachusetts, including the Cape Light Compact.

Good Energy has set industry best practices for municipal aggregation in:

- Public outreach and education;
- Coordination of multimedia communications in multiple languages;
- Energy procurement for large aggregations;
- Renewable energy procurement.

Good Energy has a staff of over 45 professional and administrative personnel and performs all important aggregation functions in-house:

- Public outreach and education;
- Aggregation plan development and implementation;
- Energy market monitoring and analysis;
- Maintaining excellent long term relationships with national energy suppliers;
- Structuring competitive bids for energy procurement;
- Monitoring and management of aggregation plans.

Good Energy has combined its national experience and industry best practices with the local experience and expertise of Massachusetts personnel to form the Massachusetts Good Energy Team to develop municipal aggregations that provide customers:

- Increased competitive choice of Competitive Suppliers;
- Price stability for the term of the contract and protection from the volatility of local utility pricing;
- The goal of savings through lower electricity rates;
- More renewable or “green” energy options with MA Class 1 RECs for increased additionality;
- Opt-out at any time with no penalty or termination fee;
- Continuation of single billing from the Local Distributor;
- Continuation of electricity distribution and service from the Local Distributor;
- Protection from unscrupulous direct marketers of electricity.

Good Energy is very excited to have partnered with Mass Energy Consumers Alliance, the recognized leader in the Commonwealth for sourcing and distribution of Massachusetts Class I RECs for its municipal aggregations. This organization provides clear audit trails as it relates to additionality and has unique access to Massachusetts renewable energy projects.

This will enable customers to have a wide-ranging choice of renewable energy options and to have a very meaningful and measurable impact on the reduction of greenhouse gas emissions through locally generated renewable energy sources at very affordable price-points.

### 3. Scope of Services

#### 3.1. Conduct Legislative Research

*In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized CCA. Retail access to the electricity market commenced March 1, 1998. The Respondent shall:*

- 1. Analyze the existing legislation and its impact to CCA/supply/energy efforts of the participating municipality;*
- 2. Review any subsequent amendments to the legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU"); and*
- 3. Monitor relevant Federal legislation and regulations for potential impacts to the aggregation plan and supply/energy plan*

#### **GOOD ENERGY RESPONSE**

The Massachusetts municipal aggregation team continually monitors legislative initiatives and Department of Energy Resources (DOER) and Department of Public Utilities (DPU) opinions and rulings that may affect the energy landscape for municipalities. The Massachusetts municipal aggregation team includes John P. O'Rourke. He wrote the 24 municipal aggregation plans submitted for Good Energy. These aggregation plans progressed through DPU from submission to approval in an average unprecedented time of 2.5 months. The combination of in-depth national experience and Massachusetts expertise in the area of municipal aggregation is invaluable to the successful development and operation of municipal aggregations.

In addition, Good Energy's Massachusetts legal counsel, Scott Mueller, has over 25 years of experience in energy and utility law. He has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have included National Grid, Unitil, New York State Gas & Electric, Central Maine Power and GDF

SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities. His detailed resume is contained in the addendum.

The Massachusetts Good Energy team is thoroughly familiar with all appropriate laws and regulations effecting the municipal aggregation process. Within the past year members of the Massachusetts Good Energy team have communicated and met numerous times with DOER, DPU, National Grid and Eversource, in order to share our experiences of working with regulatory bodies and Local Distribution Companies in different states. We also sought to identify how best to streamline the municipal aggregation process and to investigate the likely resolution of potential program options for future aggregations programs.

Good Energy brings best practices regulatory experience from other states to the Massachusetts market. The Illinois municipal aggregation law (20 ILCS 3855/1-92) is very closely modeled on the Massachusetts municipal aggregation law making our experience in Illinois very relevant to developing, implementing and managing municipal aggregation plans in Massachusetts. In Illinois we have overseen the successful passage of over 150 “Plans of Operation and Governance,” the broad legislative equivalent of Massachusetts aggregation plans. We worked closely with the Illinois Commerce Commission and in recognition of our market leading role were invited as a key note speaker at the prestigious annual Institute for Regulatory Policy Studies Conference in Springfield, IL.

In New Jersey, we have already successfully guided the community of Somerdale through the Board of Public Utilities approvals process and have many more communities, including the two largest communities in the state, to contract with us for aggregation.

This national perspective is incredibly valuable at all levels when it comes to municipal aggregation in Massachusetts, particularly in the legislative realm. Indeed, when we initially met with leadership of the DPU on March 17, 2014, our national experience was of significant

interest. We have since had numerous communications and meetings with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) to gain current knowledge and a very good understanding of the DOER consultation process and the DPU approval process relating to municipal aggregation plans.

### **3.2. Assist with Authorization of Aggregation**

***In communities that have not yet authorized aggregation, Respondent shall support the municipality in its authorization process, such as providing information, data, or appearing to speak at relevant meetings.***

### **GOOD ENERGY RESPONSE**

Since January, 2014, members of the Massachusetts Good Energy Team have responded to all requests for information with comprehensive information packages, provided much specific market data concerning aggregation and made many appearances and presentations at meetings of municipal officials from various boards and committees to provide very accurate and complete information on municipal aggregation. One of the key benefits of working with Good Energy is our large team assures that a member of the Good Energy team was always available to attend meetings.

Pre-authorization outreach and education is critical for municipal officials to assist them in making an objective and independent decision to pursue municipal aggregation for their residents and businesses.

### **3.3. Develop Aggregation Plan**

***Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality's discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan's default rate.***

***The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:***

- ***Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.***
- ***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;***
- ***Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;***
- ***A plan for ongoing customer support including, but not limited to:***
  - ***Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;***
  - ***Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;***
  - ***Commitment to attend meetings with municipal officials, as required;***
  - ***Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and***
  - ***Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.***

## **GOOD ENERGY RESPONSE**

*Respondent shall develop an aggregation plan that, in addition to meeting all statutory and regulatory requirements, includes the goals of the municipality. Further, the aggregation plan shall allow the municipality to achieve additionality in its default rate; this will add new renewable energy generation to the ISO-New England grid and thereby reduce GHG emissions. At the municipality's discretion, the plan may also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan's default rate.*

Good Energy has developed a plan for the City of Melrose and Town of Dedham that has achieved additionality in its default rate to add new renewable energy generation to the ISO New England grid and reduce greenhouse gas (GHG) emissions. These were the first plans in the Commonwealth to specify that their default product would include 5% additional MA Class I RECs in their aggregation plans. In addition to the default product, both these plans include an opt-in product that will include 100% MA Class I RECs. Instead of simply asking suppliers to include the MA Class I RECs in their bid price, Good Energy took the tougher path by identifying the most cost effective method to purchase MA Class I RECs. Once identified, Good Energy worked with both REC provider and supplier to provide a seamless product to the end customer. The result is a REC price of \$40 per REC, which is well below the market price of \$52 per MA Class I REC. This is another example of our expertise in creating Community Aggregations Programs with economic value as the foundation.

***The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:***

- ***Documented strategy for achieving additionality in the default rate plan, and the methodology to calculate the impact of the municipality's purchases or payments in terms of GHG emissions reduced, kW of renewable energy added to the ISO-New England grid, and any other relevant metrics. Respondent should produce a preliminary analysis of the impacts based on the projected load of the municipality that would be subject to aggregation.***

The strategy of achieving additionality in the default rate was pioneered by Good Energy and the City of Melrose. The RFP for a consultant for the City of Melrose that was administered by MAPC had specific requirements for achieving additionality. By including only MA Class I RECs in both the default and opt-in product the City of Melrose assured its participating residents and businesses that any premium paid above the RPS would be meaningful and not simply designed to make 'greener' claims while providing de minimus environmental benefits. It was for this reason that we chose to not include any non-class I RECs, as they

cannot claim the same GHG reduction benefit. If it's an existing resource, the GHG has already been avoided and would be avoided without the aggregation's REC purchase.

Our strategy involves sourcing the energy supply and RECs separately to secure the best price for both components. Instead of simply having bidding suppliers to include the REC price in their bid we are able to mix and match the best energy price with the best REC price, thus achieving an overall best price.

To calculate the environmental impact of the municipality's purchases or payments it is widely accepted that one megawatt hour of Class 1 renewables avoids emissions at the margin by crowding out fossil fuels. ISO-NE tracks the avoided emission rate [here](http://www.iso-ne.com/system-planning/system-plans-studies/emissions): <http://www.iso-ne.com/system-planning/system-plans-studies/emissions>. The value of avoided emissions changes year by year, but the concept is the same; 1 REC = 1 MWh of avoided fossil fuels.

Good Energy's methodology is grounded in a clear understanding of the particular community's goals and objectives. This is achieved by a highly consultative approach during which time several options are discussed along with associated cost and other relevant variables. An example of this can be seen in our current buying group in MA. While leveraging the collective buying power for the energy the individual communities are still able to have separate renewable goals. This provides a 'best of both worlds' scenario in which all cities/towns benefit from purchasing together while not losing their autonomy as it relates to renewable objectives.

Our partnership with Sustainable Energy Advantage, the leading renewable energy market and policy research consultant in the Commonwealth, will help identify all impacts of both short and long term renewable goals and how to leverage a community aggregation program to most effectively achieve these goals.

- ***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;***



Again, the experience of Good Energy on a national level, has led to the development of industry best practices in the areas of customer response and service, resolution of issues with energy suppliers and local distribution companies, relations with media outlets and governmental shifts and proposed changes in policy.

The Massachusetts Good Energy Team is fully engaged with our 24 Massachusetts municipalities in all of these areas to facilitate a smooth transition from electricity supply from the local distribution company to the competitive supplier.

- ***Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;***

One of the core strengths of Good Energy is public outreach and education. It is a critical to the successful development and implementation of a municipal aggregation plan. Our in-house marketing team is instrumental in developing a targeted message for each community. Our current marketing efforts for our 24 communities require translation of documents into six languages, video subtitles in three languages, and both print and websites in multiple languages. A current marketing plan for one of our communities is attached in appendix. The Massachusetts Good Energy Team is currently engaged in a public outreach and education campaign with our 24 municipalities that includes presentations at community functions, meetings with municipal officials, press releases, media appearances, informational websites, printed handouts in multiple languages and other requested communications.

- ***A plan for ongoing customer support including, but not limited to:***
  - ***Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation. Respond to questions received through those avenues in a timely manner;***

Good Energy has developed two websites (srpedd-muniagg.com and masscea.com) with extensive information. The initial SRPEDD-MUNIAGG.COM website has been up for over a year and provides information about the various participating communities as well as contact information. Even though we knew it would be a year before going to bid we felt strongly about providing a resource for residents to learn about the program. All the participating communities linked to the site from their municipal website. In addition, we allowed residents to subscribe and be kept updated of the programs progress. To date we have received over 1,000 sign ups from resident and small business owners. Now that we are getting close to bid day and have started ramping up our marketing efforts we are launching the primary website, MASSCEA.COM, on November 1st. This website address is easier to communicate over radio and print and will function as the main hub for all program details including FAQ's, contact details, opt-in/opt-out elections along with other relevant information about the program. All members of the Massachusetts Good Energy Team have given out their cell phone numbers to all municipal officials of the 24 municipalities and are always available to answer questions well beyond normal business hours by phone and email.

- ***Plan to monitor all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;***

Good Energy monitors and manages all aspects of the aggregation program. We receive monthly data from the aggregation serving supplier and will update municipal officials regarding participation, any elections for optional products, total load size, as well as corresponding environmental impacts. We are always the first option for resolving any supplier contract issues. Good Energy has handled aggregation contracts and multiple rounds of renewals for over 150 communities and is well experienced at resolving issues as they arise.

- ***Commitment to attend meetings with municipal officials, as required;***

The Massachusetts Good Energy Team has attended many City Council, Town Meetings, Select Board meetings, and other committee and public meetings as requested by municipal officials and will continue to do so during the implementation and management of the aggregation plans. Our ‘deep bench’ allows us to make sure we always have people available for attending meetings.

- ***Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and***

The Massachusetts Good Energy Team will provide all written reports required by the Department of Energy Resources and other agencies of the Commonwealth and any reports requested by municipal officials relative to the monitoring and management of the aggregation plans. As mentioned above, we will be receiving monthly data from the eventual supplier. We will create custom reports and provide to municipal officials as requested.

- ***Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.***

Good Energy, on a daily basis, will monitor and analyze regulatory issues and advises municipal officials on any proposed legal and regulatory changes that may affect the municipal aggregation program or the municipality.

The Massachusetts Good Energy Team has extensive experience in the legal and regulatory activities in the Commonwealth relative to municipal aggregation and surrounding utility issues. We stay in contact on a routine basis with the Department of Energy Resources and the Department of Public Utilities to ensure an up-to-the-minute level of knowledge in all areas that would affect municipal aggregation and municipalities relative to energy issues.

### **3.4. Secure Approval of Aggregation Plan**

***Prepare and submit, with municipal approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the community in all communications with these state authorities. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).***

### **GOOD ENERGY RESPONSE**

Good Energy has received DPU approval for aggregation plans for 24 cities and towns, representing the largest buying group in the Commonwealth. These plans have progressed through the DPU approval process in 2.5 months, faster than any other group of aggregation plans to-date.

The Massachusetts Good Energy Team includes John P. O'Rourke. He is thoroughly familiar with the municipal aggregation law (Chapter 164, Section 134(a)), DPU's Rules Governing the Restructuring the Electric Industry (220 CMR 11.00), National Grid's Terms and Conditions for Municipal Aggregators (MDPU No. 1202), Eversource's Terms and Conditions for Competitive Suppliers (MDPU No. 101C) and DPU Orders effecting the process and approval of municipal aggregations. He has expert knowledge of the DOER and DPU process and procedures for approval of municipal aggregation plans through his meetings with both departments and active participation in their public hearings and procedural and technical conferences. The combination of in-depth national experience and Massachusetts expertise in the area of municipal aggregation is invaluable to the successful development and operation of municipal aggregations.

The Massachusetts Good Energy Team includes legal counsel, Scott Mueller, who has over 25 years of experience in energy and utility law. He has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have

included National Grid, Unitil, New York State Gas & Electric, Central Maine Power and GDF SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities. His detailed resume is contained in the addendum.

The Massachusetts Good Energy team is thoroughly familiar with all appropriate laws and regulations effecting the municipal aggregation process. Within the last few months the Good Energy team has met with DOER, DPU, National Grid and Eversource, in order to share our experiences of working with regulatory bodies and Local Distribution Companies in different states, and increase communications with key personnel at these organizations to expedite all interactions with them. We also sought to identify how best to streamline the municipal aggregation process and to investigate the likely resolution of potential program options which have yet to be determined.

### ***3.5. Provide Broker Services for Electricity & Renewable Energy Procurement***

#### ***3.5.1. Develop a supplier RFP***

***Develop a Request for Proposals (RFP) for electricity supply for municipal review and approval. The RFP should include, at a minimum, the following key components:***

- ***A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)***
- ***Services and features desired,***
- ***Qualification criteria to have a bid considered***
- ***Criteria used to select the supplier***
- ***Essential provisions of the standard contract with the selected supplier***
- ***The term of service***

***The Respondent 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 Respondent shall assist the participating municipality 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 participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.***

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

## **GOOD ENERGY RESPONSE**

Good Energy has been very successful in organizing and marketing the largest municipal buying groups in the United States. In September 2013, we executed the largest ever residential electricity procurement by a consultant for 109 communities, representing 1.2 million people. Every community in the bid signed as part of what was an informal aggregation.

This expertise in informal local government aggregations is a vital asset to the municipality as it seeks to fulfill the services and features desired by the municipality and maximize value for the municipality. We understand the needs, responsibilities, concerns and pressures of local municipal leaders. We work hard to ensure that all leaders are on board with the procurement plan. Additionally, Good Energy sets up an executive bid committee to assist with the decision making process as bid day approaches. After the power is flowing to residents and businesses and we have spent much time working together with municipal leaders, in many cases these same municipal leaders become our strongest advocates.

Good Energy is passionate about our client relationships and about building our business for the long term. We enjoy what we do and we are easy to work with. With over 40 employees, half of whom are directly engaged in our municipal aggregation activities, there is no more dedicated and experienced municipal aggregation team in the country.

Good Energy has vast experience in writing requests for bid (“RFB”) for large public sector clients. RFBs authored by Good Energy are tailored to suit the particular client’s needs and business objectives. Good Energy will work closely with the municipality to develop sound financial and technical qualifications that suppliers must meet, such as proof of appropriate licenses, transport agreements, and proof of the ability to meet minimum load requirements for competitive supply. Good Energy will require that all suppliers meet financial, professional, and customer service standards. In addition, Good Energy will require all Competitive Suppliers to demonstrate expertise in servicing large aggregation format programs. Most importantly, however, universal access to the program and the ability to enter and exit the program easily are hallmarks of a Good Energy-managed aggregation. One of the primary concerns of the Good Energy team throughout the process is to ensure that the impact on municipal staff time is kept to a minimum.

***A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)***

Load aggregation specifics will be determined by the utility data requested from the Local Distributor. The size and load characteristics of the aggregation will be conditioned by the weighted average and bulk of all load profiles included in the pool. The potential size will be predicated on the accounts in the municipality and Good Energy’s efforts to recruit more participants from within the utility load zones for final bidding.

Good Energy is very experienced in the process of collecting, assembling and analyzing service address account data. Good Energy has completed these tasks for hundreds of aggregations, including renewals that the company has successfully designed and implemented. Good Energy, has developed and perfected a process we have coined “perpetual opt-out.” On a monthly basis, Good Energy queries the utility for its current service account list and compares this against a list of current accounts participating in the aggregation. Through this process, Good Energy is able to discover new accounts (i.e., residents that have moved into the municipality or have recently come off another Competitive Supplier), and if eligible, send them opt-out letters in an effort to enroll them in the aggregation. This affords account

holders the opportunity to enjoy the same cost-saving benefits for the duration of the existing municipal aggregation supply contract.

Our municipal aggregation administrative staff thoroughly reviews bills within the aggregation on a routine basis to check for accuracy. Timely electric invoice/bill reviews serve as a form of checks and balances between the Local Distribution Company and Competitive Supplier. Obviously it is a physical impossibility for Good Energy to review each and every customer bill, however, whenever possible, the staff works with participating municipalities to verify significant move-in/move-out statistics and any noticeable anomalies so that all qualifying accounts are able to take advantage of the program. As is often the case, these types of procedures are often borne of the very things that they continue to perpetuate - the development of new efficiencies and innovation in opt-out programs. Good Energy maintains a call center hosted by Good Energy representatives available to address customer questions and concerns, including bill reviews.

Good Energy continually audits contracted vendors before, during, and after the contractual periods. This includes, but is not limited to, initial enrollments, account additions/deletions, and periodic savings analyzes. Vendors often visit with Good Energy on-site to report on a wide range of issues that may impact the program. With firsthand knowledge of the electric and natural gas markets in Massachusetts, Good Energy will be able to provide informational and regulatory updates upon request.

***Services and features desired***

The current fuel generation climate in Massachusetts presents an unprecedented economic and pragmatic opportunity for the municipality to realize a transition to some measure of emissions reduction while also achieving budget stability and, within reason, at least maintaining parity with the benchmark utility tariff if not in fact beating it.

The hard reality is that the natural gas capacity crisis in Massachusetts combined with increasingly common extreme weather events such as the Polar Vortex increases the usage of some of the most polluting forms of generation fuel, such as oil, during peak demand.



There could be simply no better time to accomplish the goals of the RFP for the municipality than the present. With extreme volatility now built into low visibility, generation-fuel challenged, extreme weather vulnerable, short cycle Massachusetts rate resets, evidenced most dramatically in the exponential jaw-dropping winter rate increases behind both National Grid and Eversource over the last 24 months, Good Energy, incorporating best practices from its industry defining experiences in other states is best placed to meet the goals outlined in the RFP, offering local, additionality tested renewable energy in a municipal aggregation bid, while concurrently maintaining and or reducing rates over the projected term when compared to reasonable projected rates.

Good Energy's experience for this task is in a league of its own. We executed the largest ever one-time renewable energy procurement for residential and small commercial accounts by a consultant, brokering Renewable Energy Certificates (REC) for approximately 200,000 households in Illinois on a single day, achieving not just a market moving procurement of renewable energy but also the lowest overall pricing for bundled supply in the service territory, with substantial savings when compared to the utility.

In the report "Leading from the Middle: How Illinois Communities Unleashed Renewable Energy", co-authored by the Environmental Law and Policy Center, Illinois Sierra Club and World Wildlife Fund among others, over half of the 91 communities mentioned are Good Energy clients. "USA Today" picked up on this achievement and wrote an article on the subject.

Overall, as a Green-e certified REC marketer, Good Energy has helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-e certified RECs into their municipal aggregation programs. We all feel pretty good about that. We are passionate about and proud of our renewable energy credentials as a pioneer in the application of renewable energy through municipal aggregation programs.

Good Energy has been researching and developing comprehensive renewable energy options sourced from Massachusetts and will provide a range of national and local offerings to the municipality in accordance with the criteria determined by the municipality. Overall impact on supply pricing as it relates to comparison with projected rates will necessarily be determined by the strategic timing of, and intensity of competitive forces brought into play for, the electricity procurement bid itself and the percentage of Massachusetts Class I RECs included therewith. No consultant in the country is better placed to accomplish the vision of the municipality than Good Energy.

***Qualification criteria to have a bid considered***

Operational excellence is as important as price when it comes to qualification criteria for suppliers. Good Energy's current municipal aggregation bid specifications for Massachusetts are a direct result of our experience in what we believe have become *de facto* national best practices.

Pricing and bidding methodologies will be explained to the municipality in order to identify which procurement strategy will be the best fit for the objectives of the municipality as it relates to the residents and businesses of the municipality. As consultants, our responsibilities are clear; providing the best price, terms and renewable energy mix for our clients. At all times, however, we are active advisers presenting a full range of options and choices, and while we will recommend a bid that is in the best interests of the municipality, the municipality must ultimately decide whether or not to move forward. It is most important to understand that there is no obligation to sign on the day of the bid if municipal officials are not comfortable with the recommended approach.

The energy industry's leading Competitive Suppliers will be vetted and only the most qualified will be asked to participate. Each supplier will be required to furnish a number of qualifying certifications and documents, including a Certificate of Non-Collusion and a State Tax Certification, in addition to written responses to questions illustrating how each would best handle various customer issues, while outlining the capabilities each supplier could and would implement in order to ensure a successful program. No less than 15 specific areas for each

submission will be graded by Good Energy analysts.

A successful municipal aggregation program depends on a combination of low price and “hands-on” operational excellence and commitment from the winning Competitive Supplier. A thorough supplier vetting process ensures that the winning Competitive Supplier is able to meet the obligations necessary to guarantee long-term success for the residents and businesses of the municipality

Good Energy is licensed by the Massachusetts Department of Public Utilities as an electric broker (EB-236).

***Criteria used to select the supplier***

Good Energy sees itself as an agent of competition, driving down supplier prices for the benefit of our clients, sitting firmly on our clients’ side of the table. The defining criteria for a winning Competitive Supplier is the best price from the most responsible provider. Responsible may also mean appropriately resourced, in other words, for the participating municipalities in the Community Aggregation Program, it is vital that the winning Competitive Supplier have the back office resources necessary to manage a substantial program. Suppliers that are well-suited to meeting these criteria may be eager to win the business, but it is also critical that they know the bid process will be run efficiently and fairly by an experienced consultant so that they have the confidence in committing the necessary resources to responding in the most comprehensive manner.

***Essential provisions of the standard contract with the selected supplier***

Once each supplier is approved, Good Energy will work with the municipality and attorneys to review and approve the terms and conditions for each supplier’s Electricity Supply Agreement (ESA). Historically, contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing unnecessary risk for participating suppliers and having the added benefit of further reducing their bid prices.

To be decided through consultation with Good Energy and the DPU, key areas of the essential provisions will include the following:

- Universal access
- Program flexibility, no price cap restrictions as it relates to enrollment numbers
- Ease of movement – move-ins/move-outs
- Single billing
- Fixed price guarantees
- No early termination fees

***The term of service***

At present, electricity users in Massachusetts receiving power from the local utilities have low price visibility with rates being reset every six months. This, combined with a well-publicized natural gas pipeline capacity shortage and increasingly common extreme weather events means that there is also heightened exposure to price volatility. In other words, prices are likely to change rapidly on short notice and carry a high probability of some very high associated rate resets. Additionally, the macro trend over time is for electricity rates to go up, not least with the federal approvals of natural gas terminals for export overseas, which will over time dramatically cut into the availability of domestic supply. In other words, term length is a very important; the longer the term the more one can take advantage of one of the core benefits of the municipal aggregation product, price stability over time in volatile energy markets. However, the municipality will be able to select the contract term which best suits the needs of its residents and small businesses.

Overall, from perpetual opt-out, to press releases reminding participants of the established municipal aggregation program, to competitive supplier auditing, etc., Good Energy provides its full support throughout the course of the program. Good Energy fundamentally holds that a properly run municipal aggregation program is not represented by a single procurement event, and/or a series of procurements, but an ongoing strategic process which will evolve throughout the life of the program. Viewing the program in this way and keeping one step

ahead, whenever possible, demonstrates Good Energy's philosophy and its commitment to excellence for ongoing municipal aggregation management.

***The Respondent 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.***

Good Energy will ensure that responses to bids from energy suppliers include an executed Certificate of Non-Collusion and an executed State Taxes Certification.

***The Respondent shall assist the participating municipality 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 participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.***

A primary and important service of Good Energy in implementing municipal aggregation plans is to:

- review and analyze all responsive and responsible bids from suppliers;
- recommend the bid that is in the best interests of the participating municipality that meets the goals of its Aggregation Program;
- evaluate bids from suppliers based on:
  - price,
  - proposed contract terms and conditions
  - reputation of supplier
  - quality of service,
  - extent to which service meets the needs of the participating municipality
  - past relationship of the supplier with the participating municipality, and
  - previous work experience with governmental agencies

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

Good Energy only deals with the top rated, national suppliers who are recognized leaders in the supply of energy.

**3.5.2. Manage supplier procurement and negotiate the supply contract:**

***The Respondent shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers.***

***No contract negotiated by the Respondent 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 the participating municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from distribution utility, its successors and assigns. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.***

**GOOD ENERGY RESPONSE**

The experience of Good Energy as a broker is second to none. Good Energy has been brokering electricity for businesses since 2000, at the beginning of electric deregulation era. Over the last 15 years, we have built up our portfolio to the extent that we now manage billions of dollars of energy expenditure for commercial and industrial, retail, public sector and municipal aggregation accounts. Here are some case study examples of our brokering experience:

*Chambers of Commerce:* With Massachusetts municipal aggregation law applying to businesses as well as residential accounts, an understanding of brokering for all rate classes is vital; here again we have market leading experience. As brokers for the Cincinnati USA Regional Chamber of Commerce in Ohio, the largest chamber of commerce in deregulated markets with an active energy program, Good Energy helped over one thousand businesses

of all sizes save up to an astounding 47% on their electric bills after identifying a massive cost savings opportunity in the Duke Ohio utility footprint.

*Public Sector Buildings Buying Group:* As brokers for the Middlesex Regional Educational Services Commission (MRESC) in New Jersey, the second largest public energy purchasing coop in the state, we broker power for 92 public sector entities in 19 counties, including an aggregation of hundreds of public schools and municipal buildings. A good broker identifies an opportunity in the market, moving quickly when it counts, but also holding back if the opportunity does not present itself. For the MRESC, we have consistently secured the lowest rates for their participating members when compared to other buying groups in the state.

*Municipal Aggregation Buying Group:* As previously outlined, with our municipal aggregation programs in Illinois, Good Energy established itself as the largest and most successful municipal aggregation consultant in the country, having successfully executed over 250 Municipal Aggregation bids for 600,000 residential accounts, comprising 2 million people, totaling 8 billion kWh with combined savings projected to be in excess of \$150,000,000 through May 2016.

Good Energy will only seek bids for a fixed price product; the price will be fixed for the duration of the term and will not be subject to change.

The aggregation fee quoted by Good Energy in the pricing proposal is paid by the winning Competitive Supplier, is all inclusive and is the only fee received by Good Energy. From that fee, Good Energy provides all services required to develop the aggregation plan; initiates and manages a comprehensive community-wide public outreach and education campaign; guides the aggregation plan through the DOER and DPU approval process; and monitors and manages the aggregation through the term of the aggregation consulting contract. Any costs incurred by the municipality while setting up the program, if reimbursable by the consultant, will be reimbursed by Good Energy at no increase to our fee.

The residents and businesses participating in the aggregation will receive one bill from the Local Distributor that will look just like their current bill, except that the name of the

Competitive Supplier will appear on one line of the supply section of the bill.

**Good Energy has a 100% renewal rate for its municipal aggregation clients. We analyze the market throughout the contracted term, looking for an opportunity to help our clients achieve their goals.**

***3.5.3. Manage procurements for replacement supply contracts as needed***

***The Respondent shall act as broker during the procurement process and provide all necessary technical and legal services during the negotiations with prospective suppliers.***

**GOOD ENERGY RESPONSE**

Good Energy is involved daily in negotiating contracts for energy procurement on a national basis. Our team is thoroughly familiar with all aspects of brokering and procuring energy and will provide expert level technical and legal services in this area. Please refer to the Good Energy Team Roles, Bios and Resumes for further information on our knowledge, experience and expertise in this area.

***3.5.4. Manage other procurements, as needed, to secure additionality***

***If a contract other than the primary electricity supply contract is needed to make the payments or purchases that will deliver additionality, then the broker must manage procuring, negotiating, and contracting for it.***

**GOOD ENERGY RESPONSE**

Good Energy is completely experienced in developing, negotiating and implementing contracts for electricity supply that would deliver renewable energy additionality and manage that process for successful procurement in accordance with the objectives of our client.



### **3.6. Perform Customer Enrollment/Transition Process**

***After approval of the price and term of the agreement by the participating municipality with a supplier, the Respondent shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.***

#### **GOOD ENERGY RESPONSE**

Good Energy has extensive experience coordinating processes with municipalities, suppliers and utilities to ensure a smooth transfer of customer data. The goal after the day of the bid is to ensure that the opt-out period gets underway and is completed as smoothly as possible.

Good Energy's implementation approach is based on the procedures outlined by the DPU for the formation of municipal aggregation (MGL Chapter 164, Section 134(a)). All customers, residents and businesses on Basic Service from the Local Distributor, are notified by mail by the aggregation consultant or Competitive Supplier of their eligibility to participate in or opt-out of the aggregation program. This happens immediately after municipal officials accept a bid and select a Competitive Supplier. The notification letter will contain the Competitive Supplier price with the Local Distribution Company (LDC) Basic Service Rates.

The Municipal Aggregation Program will automatically enroll all eligible residential and business accounts in the program. Eligible accounts include all those presently on Basic Service with the LDC. All eligible residents and businesses will be sent a customer notification letter and an opt-out postcard. They will have an initial 30-day window to opt-out if they decide not to participate. Good Energy representatives will personally contact larger business users, if applicable, to discuss with them the merits of the offer and whether their load profile might be better served with an individually tailored bid.

Residents and businesses that do not opt-out will automatically be enrolled in the program. If for any reason a resident or business chooses to leave the program once enrolled, they may

terminate their participation at any time without any penalty or termination fees. Note that residents and businesses currently enrolled with a competitive supplier are not eligible for the program and will, therefore, not receive a customer notification letter. These residents and businesses will have the option to join the program, if they wish, once their agreement with their current supplier expires. Alternatively, although Good Energy does not advocate this, in the interest of full disclosure, residents and businesses currently receiving competitive supply may be able to terminate their existing competitive supplier contract early in order to participate in the aggregation program. These individuals should review the terms and conditions of their existing supply contract so that they are fully aware of any penalties they may incur as a result of early termination.

Good Energy has the experience and facilities to handle all consumer questions and problems and operates a call center for all of our municipal programs. Good Energy develops good relationships with the Local Distribution Company and Competitive Supplier to insure that operation of the aggregation runs smoothly and that any issues are resolved in a timely and competent manner. Good Energy has more media experience as it relates to municipal aggregation than any other consultant nationally and will handle and resolve all media queries. Good Energy continually monitors proposed changes in government policy at all levels regarding municipal aggregation.

### ***3.7. Provide Public Education***

***For both customer enrollment and post-enrollment, the Respondent shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Respondent will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media. The Respondent should have plans to message and engage with different stakeholder groups in a community (e.g. residents, businesses, elected officials) and plans for effectively connecting with populations that speak English as a second language.***

## **GOOD ENERGY RESPONSE**

Public outreach and education is another core strength that Good Energy brings to the table. Critical to the success of any municipal aggregation program is a thoughtful and comprehensive public outreach and education plan. Residents must be informed and educated on the benefits of the program as well as their rights to decline participation. Good Energy has tremendous experience in this area due to the process required in other states and has an in-house marketing team dedicated to running sophisticated and comprehensive public awareness campaigns.

To illustrate, when Good Energy built its portfolio of purchasing electricity for 600,000 households in the Midwest, the firm had to contend with the fact that the state of Illinois requires the passage of a voter ballot referendum to establish a municipal aggregation program. Good Energy developed a multifaceted public education program, reaching out to the population through all media channels including print, radio, TV, cable access, internet, social media (Facebook/Twitter), cinema screen advertisements, municipal newsletters, community meetings (rotary, religious groups, senior communities) and municipality sponsored meetings.

As a result of our outreach proficiency, Good Energy assisted over 150 communities in passing successful referendums. The experience gained was invaluable and provides us with a deep level of understanding on how best to approach the education of the public in Massachusetts. Good Energy uses our proprietary marketing check list and spreadsheet, which is the blueprint for a comprehensive public outreach campaign. Good Energy creates presentations distributed by DVD covering an executive summary and a more detailed description of the municipal aggregation process suitable for public education on local cable access channels as part of an integrated communications plan to inform and educate the public.

Good Energy has made several infomercials in different states exclusively targeted at informing the community on the benefits of municipal energy aggregation programs. These infomercials are designed to be used by and are made available to our municipal clients so

that they may be streamed from municipal websites or played on local cable access.

In Massachusetts, Good Energy representatives have appeared on local television shows and have done video tapings for distribution through local media and on demand services.

Public meetings, in particular, create excellent environments in which to discuss the municipal aggregation program and the realities of electric deregulation in general. An earnest, patient and transparent approach is the most effective way to explain all aspects of the program. The most common concerns surround the issue of power outages and subsequent delays in restoring that power.

The marketing campaigns of Good Energy do not end once a program has fully launched and residents are enrolled with the Competitive Supplier. After enrollment, it is important to keep residents updated of the status of the program via media press releases, web links to the municipal websites, as well as the Good Energy dedicated website and social media pages.

An ancillary benefit to the municipality is that an effective Municipal Aggregation Program will often have the effect of mitigating what may be dubious offers now available from many energy marketers in Massachusetts.

Most importantly, Good Energy is responsible for all costs associated with marketing the program and does not recoup such costs from the Competitive Supplier.

All told, Good Energy will work closely with municipal leaders to ensure that the public outreach campaign is a dynamic and targeted fit for each individual community.



### **3.8. Prepare Required Filings and Reports**

***The Respondent 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 the participating municipality officials on behalf of the its residents.***

#### **GOOD ENERGY RESPONSE**

A required part of the aggregation plan development process is to engage in consultation sessions with the Department of Energy Resources (DOER) and to file the aggregation plan with the Department of Public Utilities (DPU). John P. O'Rourke has written 62 municipal

aggregation plans that were submitted to the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) for approval and is thoroughly familiar with all municipal aggregation laws, regulations and orders affecting the municipal aggregation approval process. Our Massachusetts legal counsel Scott Mueller has over 25 years of experience in energy and utility law, has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts and has been recognized as a leading energy attorney for the electric and gas utilities.

Good Energy will provide overall legal expertise relating to the process of the program; our attorneys will work hand in hand with your municipal counsel. The fundamental areas of our legal consultancy will focus on energy contracts, comprehension of the LDC agreements, competitive supplier contracts, program protocols as it relates to the Massachusetts General Law Chapter 164, Section 134(a), the municipal ordinance process, public hearings, and assistance with the Department of Public Utilities (DPU) approval process. Good Energy has already met with the DPU regarding the streamlining of the municipal aggregation plan filing process as it relates to the large-scale submission of applications. Although Good Energy will file a separate municipal aggregation plan for each municipality, the bid for competitive supply will be performed together as a large group once all plans have been approved.

Negotiation of contract terms are vital for the success of the program ensuring that minimal risk levels are established by suppliers for residential customers and that contract protections are in place within the electricity supply agreements. Good Energy will also issue a policy of business liability insurance in the minimum amount of \$1,000,000 for the municipalities covering the operations of the program.

In addition to having Massachusetts legal counsel with over 25 years of experience in energy and utility law, the Massachusetts Good Energy Team is thoroughly familiar with all appropriate laws effecting the municipal aggregation process.

### **3.9. Manage & Monitor Aggregation Program**

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

- **Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;**
- **Administer the "opt-out" process for customers;**
- **Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality 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 participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality officials;**
- **Ensure compliance of the electricity supplier with the contract;**
- **Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts;**
- **Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;**
- **Provide answers to questions from ratepayers; and**
- **Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.**
- **On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.**

### **GOOD ENERGY RESPONSE**

**Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues**

Our municipal aggregation administrative staff thoroughly reviews bills within the aggregation on a routine basis to monitor for accuracy. Timely electric invoice/bill reviews serve as a form of checks and balances between the LDC and competitive supplier. It is not possible for Good Energy to review each and every customer bill, however, whenever

possible, the firm works with participating governments to verify significant move-in/move-out statistics and any noticeable anomalies so that all qualifying accounts are able to take advantage of the program. As is often the case, these types of procedures are often borne of the very things that they continue to perpetuate - the development of new efficiencies and innovation in opt-out programs. Good Energy maintains a call center hosted by Good Energy representatives available to address customer questions and concerns, including bill reviews. Crucially, Good Energy audits contracted vendors before, during, and after the contractual periods. This includes, but is not limited to, initial enrollments, account additions/deletions, and periodic savings analyzes.

In the past, Good Energy has asked suppliers to provide a large amount of qualifying material. Once each supplier was approved, Good Energy worked with attorneys representing several of the largest local governments to review and approve the terms and conditions for each supplier's Energy Supply Agreement (ESA). Contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing risk for participating suppliers and further reducing their bid prices.

***Administer the "opt-out" process for customers***

Good Energy is very experienced in the process of collecting, assembling and analyzing service address account data, and has done so for hundreds (including renewals) of aggregations the company has successfully implemented. As data is collected, the LDC will filter out those customers who are already receiving supply from a competitive supplier. In either case, the customer has made a choice which municipal aggregation cannot supersede. However, the customer may opt-in to the program at any time during the service contract.

***Participation in negotiations with the competitive suppliers and the distribution company serving the participating municipality as it relates to the procurement of the Aggregation Program***

Good Energy has tremendous experience in negotiating competitive supply with the largest and best energy suppliers in the country. Good Energy has relationships with over 40 national



energy suppliers at the senior executive level. The strength and depth of these relationships is critical to the administration of the RFP process and obtaining the best energy prices for our clients. The advantages of Municipal Aggregation, as opposed to remaining with the local utility, reside in the flexibility to run highly competitive bids at strategically determined times in the market with appropriately qualified suppliers hungry for high volume residential business.

***Preparation of written reports on the ongoing operations of the Aggregation Program to be submitted on a quarterly basis to the participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality***

Good Energy will prepare various reports on a quarterly basis. Other custom reports requested by the municipality will also be accommodated, should they deviate from the semi-annual schedule. These reports may include, but are not limited to the following:

- enrollment reports;
- move-in/move-out reports, as it relates to perpetual opt-out;
- savings analysis comparing municipal aggregation rate to tariff rates in general, including overall savings, threats to the program, i.e., competitive supply offers, regulatory events, market trend reports as they pertain to future renewal pricing opportunities.

The Good Energy routinely gives updates to our clients and the Massachusetts Good Energy Team is always readily available to meet with municipal officials.

***Ensure compliance of the electricity supplier with the contract***

In the past, Good Energy has asked suppliers to provide a large amount of qualifying material. Once each supplier was approved, Good Energy worked with attorneys representing several of the largest local governments to review and approve the terms and conditions for each supplier's Energy Supply Agreement (ESA). Contract language, supplier terms and conditions, and requested supplier concessions were achieved to the mutual satisfaction of all parties prior to the actual day of bid so that a supplier could be selected within a small window of time, thereby reducing risk for participating suppliers and further reducing their bid prices.

To date, Good Energy has not lost a single one of its 150 communities and has executed renewals for over 400,000 accounts, representing over 1,200,000 people. Having been through an entire renewal cycle, we are proven experts in the ongoing management and monitoring of energy service agreements and municipal aggregation programs. We take this part of the program as seriously as the municipal aggregation plan submission and energy procurement bid.

***Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts***

Because of extensive involvement in the municipal aggregation, commercial and industrial energy markets, Good Energy is continually analyzing the national and local energy markets to find the best prices and optimal times to procure subsequent supply contracts for our clients.

***Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program***

The Good Energy team continually monitors all market, regulatory and legislative initiatives at all levels from the Department of Energy Resources (DOER) and Department of Public Utilities (DPU) to the ISO New England and the Federal Energy Regulatory Commission (FERC) for opinions and rulings that may affect the energy landscape for municipalities.

The Massachusetts Good Energy Team includes John P. O'Rourke who is thoroughly familiar with the municipal aggregation law (Chapter 164, Section 134(a)), DTE Order 06-102, DPU's Rules Governing the Restructuring the Electric Industry (220 CMR 11.00), National Grid's Terms and Conditions for Municipal Aggregators (MDPU No. 1202), Eversource's Terms and Conditions for Competitive Suppliers (MDPU No. 101C) and DPU Orders effecting the process and approval of municipal aggregations. He has expert knowledge of the DOER and DPU process and procedures for approval of municipal aggregation plans through his meetings with both departments and active participation in public hearings and procedural and technical conferences. He continually monitors and researches the law at all levels for any that have an effect on municipal aggregation to maintain a current level of knowledge.

Our Massachusetts attorney, Scott Mueller, has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters for over 25 years, has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York and is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets.

***Provide answers to questions from ratepayers***

As consultants, Good Energy sits on the ratepayers' side of the table; if your program does well then we, as a company, will do well, so our interests are squarely aligned with our clients. We know that if municipal officials and residents and businesses are satisfied with the Community Aggregation Program then we retain your business and grow our business. To date we have a 100% renewal rate for our communities. When it comes to providing answers and advocating for the ratepayer, Good Energy has an outstanding record.

***Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.***

We have a website where ratepayers can find a list of FAQs, watch a video explaining the program, or they can call our hotline to speak to a Good Energy representative. We do everything we can to respond immediately to any questions and are both highly accessible and responsive to our existing clients.

***On an annual basis, the Respondent will also provide a report that analyzes the additionality of the municipality's purchases, in terms of GHG emissions reductions, kW of renewable generation added to the grid, and any other metrics the Respondent deems relevant, and that includes the evidence supporting additionality claims.***

As part of the DOER reporting requirements and the requests of individual municipalities, we will provide any information concerning additionality and any requested metrics relating to the renewable energy portion of the fuel mix. We will submit all reports as required and requested.

### **5.1. Price Proposal**

***To be considered responsible and responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, Respondent shall submit their price proposals on the form entitled "Price Proposal Form" that is enclosed herewith in Section 7.***

***The "Price Proposal Form" requires a prices structure that charges a fee per kWh consumed, as is consistent with consultants for Community Choice Aggregation. If the Respondent has proposed multiple strategies to deliver additionality and it feels at least one of those strategies would require a different level of fee, it may list the different fee(s) in Section 7. The Respondent should convincingly describe why a different level of fee is justified. The Respondent should provide the exact amount of the fee, unless it can provide satisfactory reasons why the fee cannot be calculated at this time. In that case, the Respondent must provide the formula it will use to arrive at the amount of the fee.***

***All fees must be incorporated into the cost of electricity supply and paid by the electricity supplier to the Respondent.***

The Good Energy Price Proposal Form has been submitted in a separate sealed envelope marked in the lower left corner with the words "MAPC CCA02 – Price Proposal" and the name of Good Energy.

To supplement our knowledge and provide our clients with a full range of options in the areas of renewable energy and energy efficiency, Good Energy routinely consults with two leading organizations in Massachusetts, Mass Energy Consumers Alliance and Sustainable Energy Advantage, LLC, that have expert current knowledge in these areas.

On the Price Proposal Form we have only included a fee for municipal aggregation. We have multiple strategies to deliver additionality, however, at this point and without an extensive understanding of a client's specific requirements in any of those potential strategies, it would be unfair to the client for Good Energy to quote a fee. Depending on the type of any

additional services required beyond the services provided in the municipal aggregation process, any fee would be on a time or percentage of savings basis.

## **5.2 Technical Proposal**

### **5.2.1. Required Documents**

***Each proposal submitted by a Respondent in response to this RFP must be accompanied by the following required items. MAPC reserves the right to reject proposals submitted without these required items:***

- ***Copy of Electric Broker's License***
- ***Cover letter: Stating that proposal prices will remain firm for 1 year after the proposal opening;***
- ***Fully executed forms (See Section 8), which include:***
  - ***Respondent Information Form***
  - ***Contractor Authorized Signature Verification Form***
  - ***Certificate of Non-Collusion***
  - ***Certificate of Tax Compliance (M.G.L., c.62C, §49A)***
  - ***Affirmative Action Plan Form***
  - ***Conflict of Interest Certification (M.G.L. c.268A)***
  - ***Certificate of Compliance with M.G.L. c. 151B***
  - ***Certificate of Non-Debarment***

The Good Energy cover letter states that “The proposal prices stated in our response will remain firm for one (1) year after the proposal opening and for any extensions until December 31, 2018.”

A copy of the Good Energy Massachusetts Electricity Broker License (EB-236) renewed by the Department of Public Utilities on April 8, 2015 is contained in the Appendix.

All of the Required Forms listed above and a Statement of Legal Proceedings have been

executed and are contained in the Appendix.

### **5.2.2. References**

*Please select three (3) clients to act as references, and provide the names, phone numbers, and emails (if available). Please also provide a succinct description of the projects (up to a half page each).*

Ross Perry, Director of Municipal Services, Southeastern Regional Planning and Economic Development District (SRPEDD), 88 Broadway, Taunton, MA 02780, 508-824-1367 Ext 214, rperry@srpedd.org.

Kevin Dumas, Mayor, City of Attleboro, 77 Park Street, Attleboro, MA 02703, 508-223-2222 Ext 3221, mayor@cityofattleboro.us.

Martha Grover, Energy Efficiency Manager, City of Melrose, 562 Main Street, Melrose, MA 02176, 781-979-4195, mgrover@cityofmelrose.org.

Good Energy has 24 municipal aggregation clients in Massachusetts and over 150 municipal aggregation clients in Illinois. The Illinois municipal aggregation law (20 ILCS 3855/1-92) is very closely modeled on the Massachusetts municipal aggregation law making our experience in Illinois very relevant to developing, implementing and managing municipal aggregation plans in Massachusetts. In Illinois we have overseen the successful passage of over 150 “Plans of Operation and Governance,” the broad legislative equivalent of Massachusetts municipal aggregation plans.

In the Appendix under References, we have provided the contact information for all of our Massachusetts municipal aggregation clients and all of our out of state municipal aggregation

clients. Any of these clients can be contacted for a reference.

### **5.2.3. Respondent Background**

- 1. Provide background on the Respondent's firm, such as years in business, years operating in Massachusetts, services offered in addition to municipal aggregation, etc.**

Good Energy was founded in 2000 and conducted business in the brokerage of electricity and natural gas in the commercial and industrial market and the energy efficiency market until 2009 when municipal aggregation was added as a service. Good Energy has worked in the Massachusetts municipal aggregation market since January, 2014. Today, Good Energy operates primarily in the municipal aggregation market in every state that allows municipal aggregation; has a large number of commercial and industrial clients; conducts energy efficiency projects and demand response operations.

- 2. Note location of the offices from which the services will be managed.**

MAPC municipalities would be serviced primarily through Good Energy locations in Boston and Conway, MA, and fully supported by personnel and operations in Norwalk, CT and our New York, NY headquarters.

- 3. If Respondent has any financial interest in any energy supplier (or vice versa), Respondent should disclose this and provide an argument as to why such interest will not limit or reduce the municipality's access to the most competitive process possible for its electricity supply.**

Good Energy, L.P., is NOT an energy supplier; is NOT owned by an energy supplier and does NOT own or have a financial interest in an energy supplier.

#### **5.2.4. Personnel**

*Respondents should describe projected resource availability for the anticipated duration of the project. This includes identifying and providing short biographies of the key project personnel that will work on the project as well as their anticipated roles.*

Good Energy, L.P., has over 40 professional, analytical and administrative employees who are involved intensely on a daily basis in the business of providing our clients with the best energy prices available in the market. Over 20 of those employees are devoted to the municipal aggregation market.

Following are short biographies of Good Energy personnel who will be involved in this project; a summary of personnel roles); a Gantt chart of an aggregation process timeline that outlines specific personnel. Detailed Resumes of Good Energy personnel are contained in the Appendix.



## **GOOD ENERGY TEAM BIOGRAPHIES**

### **MAXIMILIAN HOOVER – MANAGER**

- (212) 792-0222 – [Max@GoodEnergy.com](mailto:Max@GoodEnergy.com)

Mr. Hoover, a graduate of Georgetown University, negotiated one of the first retail energy commodity transactions in 1996 on behalf of an investment group for natural gas supply to a “class A” real estate portfolio in Hilliard, Ohio. Mr. Hoover subsequently negotiated a 1997 retail electricity supply contract for another portfolio of commercial buildings in a suburb of Philadelphia. Experience working for a large national commercial energy user, and experience with implementation of energy procurement strategies that were far ahead of their time, allow Hoover to imbue a unique and deep level of skill and energy-user-centric focus to lead all levels of the Good Energy organization to the ultimate benefit of Good Energy's customers. Mr. Hoover founded Good Energy, L.P.'s parent company in 2000. Mr. Hoover serves on the board of Leducation, a division of the Designers Lighting Forum of New York, a not-for-profit organization committed to formal lighting and energy efficiency education for specifiers and to furthering intelligent use of lighting in design of buildings and outdoor spaces. Leducation, as the name suggests, has a focus on LED lighting, education, and on increasing the implementation of LED lighting at the specification level.

### **JAVIER BARRIOS – MANAGING PARTNER**

- (212) 741-3052 – [Javier@GoodEnergy.com](mailto:Javier@GoodEnergy.com)

Mr. Barrios brings over 20 years of experience in Sales, Marketing, and Business Strategy. He has developed the firm's commodity products and offerings of electricity, natural gas, renewable energy, and demand response across 21 states. He has solidified over 45 wholesale energy supplier relationships throughout the U.S., Canada and Europe. Mr. Barrios is involved in the management of all strategic, financial and operational functions of the company. Mr. Barrios is a graduate of the Zicklin School of Business at Bernard Baruch College in New York City. Mr. Barrios also serves as president of The Energy Professionals Association (TEPA) Northeast group. TEPA helps promote a standardized code of conduct for energy aggregators and consultants in the Northeast region.

*Below is a summary of the personnel that would be working with the municipalities and their roles in this project, followed by Good Energy office locations.*

**CHARLES DE CASTEJA – MANAGING PARTNER AND DIRECTOR OF MASS MARKETS AND AGGREGATION**

- (212) 691-9467 – [Charles@GoodEnergy.com](mailto:Charles@GoodEnergy.com)

Mr. de Casteja is responsible for strategic acquisition and management of all Good Energy’s aggregations across US deregulated energy markets. He is a recognized expert on government energy aggregation in the United States and is frequently a panelist at retail energy conferences and a guest on industry conference calls. In 2011, Mr. de Casteja and his team successfully entered the Illinois market with an aggressive campaign to pool municipalities seeking municipal electricity aggregation into a formidable buying group. These efforts have resulted in Good Energy’s municipal aggregations having more communities than any other company of its kind. Mr. de Casteja is a decorated Marine of the Gulf War with a BA in East Asian Studies from George Washington University. He currently serves as Secretary of Safe and Reliable Energy Future, Inc. and Board Secretary of the United States Court Tennis Preservation Foundation.

**PHILIP CARR – REGIONAL DIRECTOR, NEW ENGLAND**

- (212) 352-3143 – [Philip.Carr@GoodEnergy.com](mailto:Philip.Carr@GoodEnergy.com)

Mr. Carr works full-time on energy aggregation projects throughout the country and was instrumental in building Good Energy’s successful Midwest programs for 151 municipalities and counties. Mr. Carr is now engaged full time in developing Massachusetts communities for municipal aggregation, speaking publicly and in the media in order to increase the size of the aggregation for the benefit of all participating communities. Mr. Carr is a former World Bank communications consultant who also served as a tank platoon commander in the British Army achieving the rank of Captain; he graduated from the Royal Military Academy Sandhurst.

**JOHN P. O'ROURKE – DIRECTOR OF MARKETING NORTHEAST**

- (413) 548-0999 – [John.Orourke@GoodEnergy.com](mailto:John.Orourke@GoodEnergy.com)

Mr. O'Rourke has over 25 years of senior executive level business experience and is the former director of the municipal aggregation program at a competitive organization in Massachusetts. He possesses extensive knowledge and expertise in municipal aggregation law, regulations and DOER and DPU procedures. He is currently working to develop large electricity buying groups in the Commonwealth of Massachusetts and to organize and operate municipal aggregation programs. He has over 10 years of experience in leadership, management and relationship building in municipal and community environments. He serves

as the Chairman of the Council of the Franklin Regional Council of Governments and as a member of the Finance Committee; on the Advisory Board of the Franklin Regional Transportation Authority; on the Board of Directors of Frontier Community Access Television. He is Chairman of the Board of Selectmen for the Conway, MA and serves on the Zoning Board of Appeals. He has served on the Planning Board, Finance Committee, Chairman of the Emergency Management Systems Committee, Chairman of the Green Community/Energy Committee, Broadband Committee and the Common Driveway Committee. Mr. O'Rourke served as an infantry officer in the US Marine Corps and achieved the rank of Captain. He holds an MBA in economics and finance from the Stern School of Business at New York University; an MA in marketing and communications and a BS in finance and philosophy from Fairfield University. He has completed ISO New England courses WEM101–Wholesale Electricity Markets–Introduction, WEM201– Wholesale Electricity Markets–Intermediate.

**SCOTT MUELLER – ATTORNEY AT LAW**

- (978) 460 0693 – [Scott@sjmuellerlaw.com](mailto:Scott@sjmuellerlaw.com)

Scott Mueller has represented electric utilities, suppliers, generators and other stakeholders on regulatory and contractual matters for over 25 years. He has been actively involved in the restructuring of the electric industry to introduce competition in the retail supply of electricity in Massachusetts, New England and New York. His clients have included National Grid, Unitil, New York State Gas & Electric, Central Maine Power and GDF SUEZ, as well as retail suppliers of electricity and natural gas. He is president emeritus and a director of the Northeast Energy and Commerce Association, the largest trade association in New England supporting competitive electric markets, and he has been recognized as a leading energy attorney for the electric and gas utilities.

**STEFANO LORETTO – DIRECTOR OF BUSINESS DEVELOPMENT**

- (212) 863-9885 – [Stefano@GoodEnergy.com](mailto:Stefano@GoodEnergy.com)

Mr. Loretto currently serves as Director of Business Development and has been involved in direct sales and customer relationship management for over 18 years. While at Good Energy, Mr. Loretto has been responsible for expansion into the commercial and hospitality industry sectors. His efforts have led to Good Energy's selection as the exclusive energy consultant for several national hospitality groups, as well as Tishman Speyer, the latter including the aggregation of 10 million square feet of commercial office buildings in NY, NJ and PA. Prior to Good Energy, Mr. Loretto managed complex enterprise software implementations for Notara, a leading provider of software for licensing and merchandising at Fortune 1000 companies.

**GARY FOGELMAN – MANAGER, MASS MARKETS**

- (212) 691-8647 – [Gary@GoodEnergy.com](mailto:Gary@GoodEnergy.com)

Mr. Fogelman is Manager, Mass Markets for Good Energy. Mr. Fogelman is responsible for all company Government Energy Aggregation efforts from media, marketing, awareness and operational perspectives, and has been working with municipalities since 2009. Mr. Fogelman also has extensive experience working with and developing electricity aggregation programs for municipal commercial and industrial accounts, with particular specialization in issues surrounding renewable energy. Mr. Fogelman will be managing the marketing and awareness campaign efforts for this project, in addition to the development and management of operational guidelines. Mr. Fogelman graduated with a BA in Criminal Justice from The American University and has over 13 years of management experience.

**EDWARD CAREY – DIRECTOR OF RETAIL ENERGY**

- (212) 784-6147 – [EdwardCarey@GoodEnergy.com](mailto:EdwardCarey@GoodEnergy.com)

Mr. Carey has been a senior sales executive and a Director of Retail Energy for Good Energy for the past seven years. In 2008, Mr. Carey successfully consulted on the creation of the energy procurement division of the Middlesex Regional Educational Services Commission (“MRESC”), which is the largest public sector purchasing cooperative in New Jersey. Mr. Carey has a background in public policy, having worked for both the Giuliani and Bloomberg administrations within the City of New York Mayor’s Office of Environmental Coordination. Mr. Carey specializes in energy related sales to commercial & industrial organizations (public and private), and has over 20 years of experience in the energy and environmental industries.

**JEAN KETCHANDJI – MANAGER PRICING & CONTRACTS**

- (646) 588-5777 – [Jean@GoodEnergy.com](mailto:Jean@GoodEnergy.com)

Mr. Ketchandji is Manager, Pricing and Contracts for Good Energy. Mr. Ketchandji manages and ensures all pricing is the most competitive, working with competitive retail electric providers to ensure Good Energy is able to obtain the lowest costs with the most attractive pricing strategies for its clients. Mr. Ketchandji’s department also manages all customer contracts and regulatory compliance for Good Energy, ensuring that all is in order and easily retrievable and verifiable. Mr. Ketchandji is a graduate of the University of Oklahoma with a BAA from Michael F. Price College of Business with a dual major in Energy Management and Finance. Mr. Ketchandji started his professional career with Good Energy and has held several positions spanning five plus years with the firm. Mr. Ketchandji also holds a CEP (Certified Energy Procurement Professional) credential.

**JEFF FEITH – MARKETING MANAGER**

- (718) 502 3099 – [Jeff@GoodEnergy.com](mailto:Jeff@GoodEnergy.com)

Jeff Feith is a talented graphic design professional with over 15 years of experience. He has an intimate understanding of digital design as well as print media. Jeff provides creative vision, project management and motivation with a strong hands-on approach and helps companies recreate and improve their existing design and image. He’s a great team player, working collaboratively or independently. He thrives in fast paced environments and has the unique ability to understand business requirements, ROI and efficiency when it comes to design. Jeff is also an SEO guru. He’s helped companies improve their page rank by understanding what search engines ‘see’ and optimizes.

**RACHEL OSINSKI – PRICING SUPPORT, DATA COLLECTION**

- (646) 561-2578 – [Rachel@GoodEnergy.com](mailto:Rachel@GoodEnergy.com)

Ms. Osinski is a graduate of Niagara University’s School of Arts and Sciences with a major in History and worked as an account manager in the pharmaceuticals and hospital supplies industry, later followed by a transition into the energy industry. Ms. Osinski has quickly shown that her experience in sales and her strong knowledge of the energy market is a great asset to the aggregation team as sales and pricing support. Crucially, Ms. Osinski collates all data required for perpetual opt-out procedures to be maximally effective.

**VICKI BROWNING – CUSTOMER SUPPORT, CALL CENTER**

- (713) 259-0222 – [Vicki@GoodEnergy.com](mailto:Vicki@GoodEnergy.com)

Ms. Browning has been a Good Energy employee for eight years, though she began her career in the energy industry ten years ago when she first worked for Spark Energy in direct sales, quickly moving to the position of sales manager. Ms. Browning functions both as sales representative and account management representative for many multi-account, multi-state Good Energy customers, these being some of the most challenging accounts to manage. These include national retail chains, property management companies, and homeowners’ associations. Here, Ms. Browning has particular expertise in managing new store openings, closures, and other customer service issues. Ms. Browning will, via our call center, field ratepayer questions and assist with customer resolution issues as she has done for all Good Energy GEA programs thus far.

***Please See Good Energy Team Resumes in Appendix for further details.***

## SUMMARY OF MASSACHUSETTS AGGREGATION TEAM FUNCTIONS

Team member	Title	Function on Massachusetts Aggregation Team
Charles de Casteja	Managing Partner and Director of Mass Markets and Aggregation	Overall responsibility for all municipal aggregation functions, processes and procedures
Philip Carr	Regional Director, New England	Responsible for business development on a national basis for municipal aggregation and customer service in all deregulated markets; currently specializing in the Massachusetts market
John P. O'Rourke	Director of Marketing Northeast	Responsible for all aspects of municipal aggregation for the Massachusetts market including DOER and DPU relationships; aggregation plan marketing, development and operation; and customer service
Scott J. Mueller	Attorney at Law	Responsible for all legal issues concerning municipal aggregation and legal representation before DOER and DPU
Jeff Feith	Marketing Manager	Responsible for all conventional and electronic media design, development and project management and assists in public awareness and education campaigns
Stefano Loretto	Director of Business Development	Responsible for business development for municipal aggregation, specialized commercial accounts and customer service in the Massachusetts and New Jersey markets
Gary Fogelman	Manager, Mass Markets & Renewable Energy	Responsible for all marketing, media, public awareness campaigns; development and management of operational guidelines; specializing in issues concerning renewable energy
Edward Carey	Director of Retail Energy	Responsible for large energy related sales in municipal, commercial and industrial markets in the northeast.
Jean Ketchandi	Manager, Pricing and Contracts	Responsible for all pricing and contracts with competitive suppliers for municipal aggregations and other public and private sector accounts.
Rachel Osinski	Pricing Support & Data Collection	Responsible for administrative support for pricing, data collection, database development and customer service
Vicki Browning	Customer Support, Call Center	Responsible for the call center customer support that answers and resolves customer inquiries and issues

*Six to eight additional Good Energy personnel can be allocated to the Massachusetts municipal aggregation team as needed to function in the areas of public outreach and education, customer service, administration and reporting, and aggregation plan operation.*

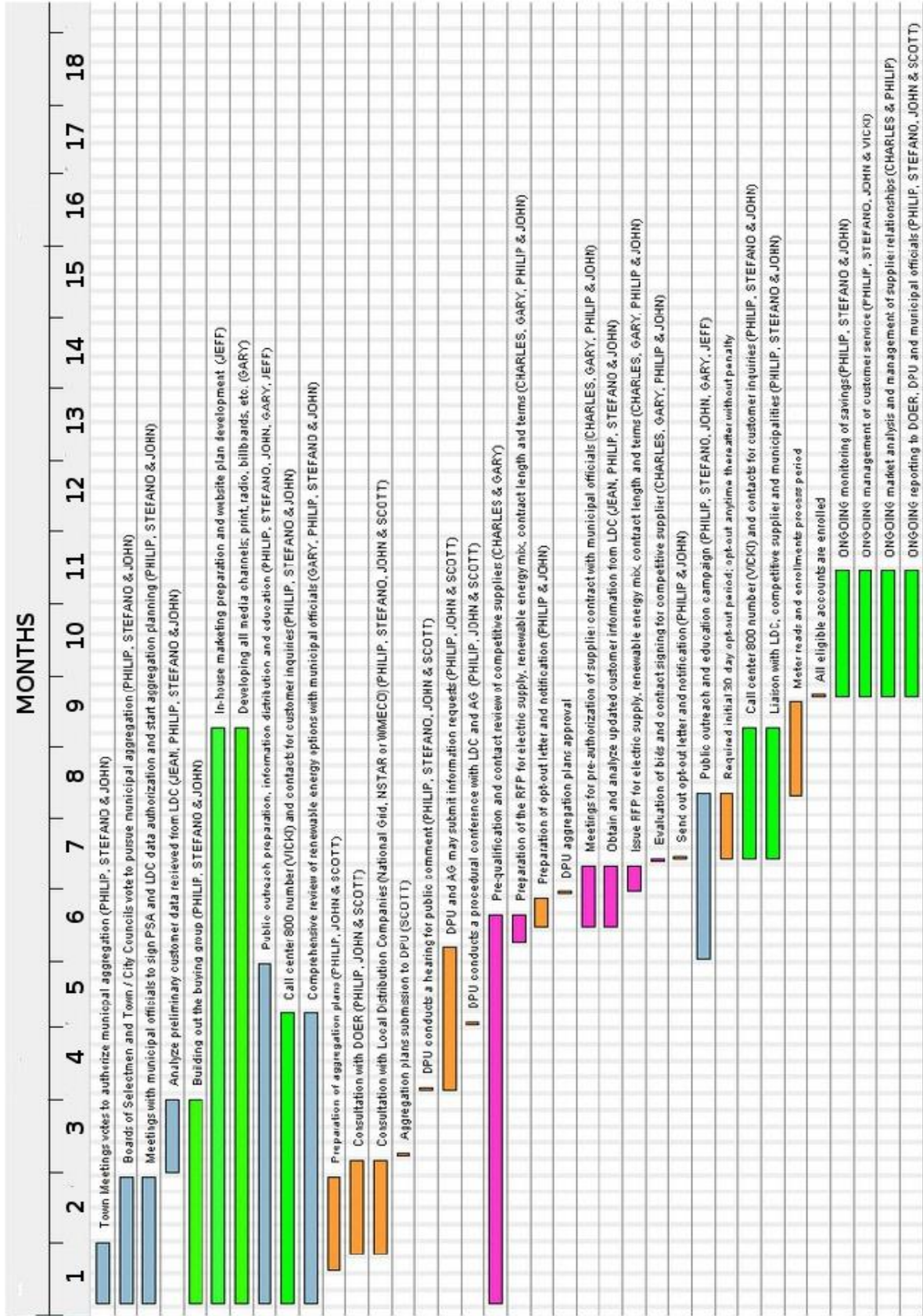
## AGGREGATION PROCESS TIMELINE WITH MASSACHUSETTS AGGREGATION TEAM ROLES

The following Gantt Chart outlines in detail the estimated timeline for the Scope of Services and the specific Massachusetts Good Energy Team personnel that perform each task in the Scope of Services.

*This Gantt Chart illustrates an expected timeline for the municipal aggregation approval process and may not be exactly consistent with the months as outlined.*

*Please note that the last four green bars in the Gantt Chart are ongoing through the term of the municipal aggregation. The physical limitations of the chart and the page prevent the display of these functions for the whole term of the municipal aggregation.*

## AGGREGATION PROCESS TIMELINE WITH MASSACHUSETTS AGGREGATION TEAM ROLES





## GOOD ENERGY OFFICES AND LOCATIONS

ALL GOOD ENERGY SERVICES ARE PERFORMED IN THE UNITED STATES

<p><b><u>New York - (Headquarters)</u></b>          232 Madison Avenue, Third Floor          New York, NY 10016          PHONE: (212) 792-0222          FAX: (212) 792-0223</p>	<p><b><u>Massachusetts</u></b>          745 Atlantic Avenue, Eighth Floor          Boston, MA 02111          PHONE: (310) 220-1454          FAX: (617) 830-0832</p>
<p><b><u>Massachusetts</u></b>          155 Mathews Road          Conway, MA 01341          PHONE: (413) 548-0999          FAX: (617) 830-0832</p>	<p><b><u>Connecticut</u></b>          17 High Street, Suite 300          Norwalk, CT 06851          PHONE: (844) 627-7244          FAX: (212) 792-0223</p>
<p><b><u>Illinois</u></b>          416 Main Street, Suite 533          Peoria, IL 61602          PHONE: (309) 369-6352          FAX: (309) 417-4937</p>	<p><b><u>Illinois</u></b>          110 West Vandalia Street, Suite 305          Edwardsville, IL 62025          PHONE: (314) 550-7624          FAX: (212) 792-0223</p>
<p><b><u>New Jersey</u></b>          51 JFK Parkway, Suite 101          Short Hills, NJ 07078          PHONE: (212) 792-0222          FAX: (212) 792-0223</p>	<p><b><u>Texas</u></b>          1001 Broadway, Suite 100          Carrollton, TX 75006 (Dallas)          PHONE: (972) 200-9770          FAX: (214) 594-7834</p>

### **5.2.5. Qualifications for Implementing Community Choice Aggregation**

- 1. Provide a description of the Respondent’s experience with Community Choice Aggregation in Massachusetts and aggregation programs in other states, if applicable. The description should highlight successes in achieving approval of aggregation plans, brokering contracts for competitive electricity supply rates, and implementing effective public education and outreach plans. If Respondent has not implemented a Community Choice Aggregation program, then it must demonstrate experience with both electricity procurement AND community outreach/education.***

#### **GOOD ENERGY RESPONSE**

Good Energy, L.P. (“Good Energy”) is the national leader in Community Choice Aggregation. Good Energy is the industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. Overall, the total amount of communities signed up for our CCA services is approaching 3 million residents, close to 1% of all US residents. To date, no municipality has ever left one of our municipal aggregation programs.

We’ve talked about some of this already but here are the highlights!

#### **THE COMMONWEALTH**

In Massachusetts, Good Energy has received DPU approval for municipal aggregation plans for 24 municipalities, comprising approx. 250,000 households. Highlights include:

- Approval of all aggregation plans by the appropriate regulatory authorities in record time. Cumulatively, Good Energy has succeeded in putting more plans through DPU approval process in the shortest time. The time from submission of plan to the DPU up to the approval Order takes with Good Energy, about 2-3 months on average, prior to our entry into the market, this would take from 9 to 24 months. This expedited approval is unprecedented and testament to our ability

to work with regulators and large groups of communities and their elected officials.

- Good Energy's procurement of energy supply for these municipalities is imminent. By November 17, 2015 it is expected that all communities will have entered into contracts with a competitive supplier. This will be the largest ever procurement of power by a consultant for residents and businesses in CCA programs in the history of deregulation in MA. No small feat. We can handle large groups of communities. We can handle multiple communities' public events on the same night. We pioneered new language with DOER for inclusion in our plans so that municipalities can buy as a group while retaining all their municipal autonomy. A Commonwealth first!
- For Good Energy's procurement for Melrose and Dedham we started working exclusively with Mass Energy Consumers Alliance, the gold standard firm in MA Class 1 REC procurement in the state. With Mass Energy we actually wrote in new language that allows communities for the first time to flow MA Class 1 RECs through CCA programs. Another Commonwealth first! We love Firsts!! And as mentioned previously we will have the best quality MA Class 1 RECs at a price that no large competitive supplier can match because we source them locally and independently with Mass Energy's expertise. Kind of farm to table but with RECs.

## **ILLINOIS**

- With over 550,000 households in Illinois serving 2 million people, and combined savings projected to be in excess of \$140,000,000 through May 2016 we are the market leaders...by far. We supported our communities through 150 referenda and helped them procure in large buying groups affording astonishing purchasing power.
- At the same time, we helped our communities secure the largest ever REC purchase in the country by a municipal aggregation consultant, leading a wave of renewable energy procurement that caught the attention of USA Today, resulting in the article "Greening from the Middle" about how the uptake of RECs in Illinois was the highest in the

country at that time. We helped 62 communities, encompassing almost 390,000 households and totaling approximately 3.3 billion kWh annually, offset the negative environmental characteristics of their electricity usage by including fuel-free Green-certified RECs into their municipal aggregation programs. That was way back in 2012 and since then we've just got better and better and in MA have teamed up with recognized leaders in renewable energy such as Mass Energy Consumers Alliance and Sustainable Energy Advantage.

#### **NEW JERSEY, NEW YORK, CALIFORNIA AND BEYOND!**

- In New Jersey as part of our municipal energy aggregation client base we have Edison and Woodbridge, the two largest municipalities initiating aggregation programs in the state.
- In New York, Good Energy has been chosen to develop and implement a pilot aggregation program for Sustainable Westchester. New York is a recent addition to states implementing Community Choice Aggregation (CCA), also known as Community Energy Aggregation (CEA).
- In California, Good Energy has recently been selected by Fontana, a city of 200,000 people, to conduct a feasibility study into the benefits of a CCA program.

Across the country, from coast to coast, Good Energy is bringing best practices to its CCA client communities, helping them become leaders among their peers in the implementation of their own unique programs, achieving their energy goals community wide.

- 2. Briefly describe Respondent's understanding of the aggregation regulations in Massachusetts, including precedents established or rulings by the Department of Public Utilities that shape how plans may be structured or what features may be included. This would include ability for municipalities to implement ladder or hedged contracts, adders*

*to fund staff or programs, termination and re-activation of programs, etc.*

Good Energy is an expert at working with regulatory authorities. From the fastest approvals at the DPU for our CCA communities in MA to being invited to speak at state sponsored regulatory forums about Electric Opt-Out Aggregation (CCA) by the Illinois Commerce Commission, to pioneering new approaches to CCA with the California Public Utilities Commission in San Francisco, to in-depth experience of working with the Board of Public Utilities on Government Energy Aggregation (CCA) in New Jersey, there is no consultant in the country who has more experience of working with regulatory authorities in the field of CCA than Good Energy. Period.

We are the leaders and experts at this. It is no coincidence that our plans were the fastest approved plans in DPU history. We worked very hard with the DPU from market entry in January 2014 to ensure that we had the best chance of success and galvanized the support of our communities and interest of state leadership to get the approvals in time.

We create new plans and methodologies for our clients all the time. For our MA communities we pioneered a whole new approach, working with DPU and DOER to pioneer preferred language to supersize bulk purchasing whereby communities can purchase together at the same time while maintaining all of their individual purchasing autonomy. This is a Commonwealth first!

For renewable energy, for Melrose and Dedham we started working exclusively with Mass Energy Consumers Alliance, the gold standard firm in MA Class 1 REC procurement in the state. With Mass Energy we actually wrote in new language that allows communities for the first time to flow MA Class 1 RECs through CCA programs. This is a Commonwealth first! This is a Good Energy innovation that is already being copied in a far less affordable way by our competitors. We lead. Others follow. The key

is that by building this MA Class 1 REC integration program from the ground up, written into the actual DPU plans, with Mass Energy, we are able to offer MA Class 1 RECs to Melrose and Dedham and any other communities at an unprecedented low and affordable rate, far below any of our competitors. We combine regulatory know-how with business smarts. You want local renewable energy we'll get it for you with the best rate and the most innovative strategies.

We can affirm that we are expertly placed to be able to include the adder outlined in this RFP from a regulatory perspective. We can handle all regulatory aspects and bring best practices and ideas from other states to ensure that Arlington, Somerville, Sudbury and Newton as well as all the other municipalities in the MAPC area get a program tailored to their needs with the most exciting and innovative methodologies at the most affordable rates.

The 24 Good Energy municipal aggregation plans were approved by DPU at the beginning of October in an average record time of 2.5 months. Our Massachusetts Good Energy Team has extensive experience in Massachusetts municipal aggregation law and DPU regulations and practices. Our Massachusetts Good Energy Team interaction with DPU prior to and during this period has given them knowledge that is completely current on the precedents established and rulings by the DPU that shape how plans may be structured or what features may be included. This includes the ability to implement ladder or hedged contracts, adders for Energy Manager functions and termination of aggregations.

- 3. Provide an example of a past outreach strategy plan along with copies of any outward-facing communications that were included.***

Good Energy is in the process of unleashing the most comprehensive and wide-ranging communications plan ever launched by a consultant in the history of CCA in MA for our 24

municipalities. We leave no stone unturned. Newspaper advertisement. 30, 15 and 5 second radio advertisements. Multi-lingual brochures. Videos. Town hall events. Flyers. Postcards and all the rest. No other consultant comes close to our marketing know-how. We have an in-house design team. Our operations are all integrated. Procurement, Marketing, Design, Sales, Regulatory. It's all integrated. So when Arlington asks for a brochure in the morning and Sudbury for a palm card design in the afternoon and Newton the script for a video in the evening and Somerville a public forum event followed by live radio that night we can deliver on all of these immediately. We are the industry experts at marketing. And why is that? Because we had to be and we have to be. We pioneered CCA in Illinois prior to our entry to the MA market and out there when Good Energy built its portfolio of purchasing electricity for almost two million people, we had to contend with the fact that the state of Illinois requires the passage of a voter ballot referendum to establish a municipal aggregation program. So, Good Energy got to work and developed a multifaceted public education program, reaching out to the population through all media channels including print, radio, TV, cable access, internet, social media (Facebook/Twitter), cinema screen advertisements, municipal newsletters, community meetings (rotary, religious groups, senior communities) and municipality sponsored meetings.

As a result of our outreach proficiency, Good Energy assisted over 150 communities in passing successful referenda. The experience gained was invaluable and provides us with a deep level of understanding on how best to approach the education of the public in Massachusetts.

So, as you can see, public outreach and education is another key core strength that Good Energy brings to the table. Critical to the success of any municipal aggregation program is a thoughtful and comprehensive public outreach and education plan. Residents must be informed and educated on the benefits of the program as well as their rights to decline participation. Good Energy has tremendous experience in this area due to the process required in other states and has an in-house marketing team dedicated to running sophisticated and comprehensive public awareness campaigns.

The Appendix contains an outline of a current marketing plan for the 24 municipalities with whom Good Energy is now working (Good Energy Public Outreach, Education and Marketing Plan).

Good Energy uses our proprietary marketing check-list and spreadsheet, which is the blueprint for a comprehensive public outreach campaign. Good Energy creates presentations distributed by DVD covering an executive summary and a more detailed description of the municipal aggregation process suitable for public education on local cable access channels as part of an integrated communications plan to inform and educate the public. Good Energy has made several infomercials in different states exclusively targeted at informing the community on the benefits of municipal energy aggregation programs. These infomercials are designed to be used by and are made available to our municipal clients so that they may be streamed from municipal websites or played on local cable access.

In Massachusetts, Good Energy representatives have appeared on local television shows and have done video tapings for distribution through local media and on demand services.

Public meetings, in particular, create excellent environments in which to discuss the municipal aggregation program and the realities of electric deregulation in general. An earnest, patient and transparent approach is the most effective way to explain all aspects of the program. The most common concerns surround the issue of power outages and subsequent delays in restoring that power.

The marketing campaigns of Good Energy do not end once a program has fully launched and residents are enrolled with the Competitive Supplier. After enrollment, it is important to keep residents updated of the status of the program via media press releases, web links to the municipal websites, as well as the Good Energy dedicated website and social media pages. In fact, an ancillary benefit to the municipality is that an effective Municipal Aggregation Program will often have the effect of mitigating what may be dubious offers now available from many energy marketers in Massachusetts.

Most importantly, Good Energy is responsible for all costs associated with marketing the



program and does not recoup such costs from the Competitive Supplier. All told, Good Energy will work closely with municipal leaders to ensure that the public outreach campaign is a dynamic and targeted fit for each individual community.



4. ***Provide a list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:***

- a. ***Approval of aggregation plan by the appropriate regulatory authority; and***

- b. Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)***

***For each project, please indicate whether the two milestones listed above have been completed and please provide the name and location of the municipality, total population served through the aggregation, and the annual kilowatt-hour demand served.***

The Reference section of the Appendix contains a complete list of all Massachusetts and out of state municipal aggregation clients.

#### ***5.2.6. Qualifications for Delivering Additionality***

- 1. Describe the Respondent's understanding of additionality as it pertains to the Massachusetts regulated utility market and the ISO-New England grid. Does Massachusetts Class I REC status generate additionality? What other attributes of contribute to additionality? Can a link be made between additionality and GHG reductions? Can additionality be claimed when purchasing RECs from facilities that already exist?***

(To supplement our knowledge and provide our clients with a full range of options in the areas of renewable energy and energy efficiency, Good Energy has partnered up with two leading organizations in Massachusetts, Mass Energy Consumers Alliance (Mass Energy) and Sustainable Energy Advantage, (SEA), that have expert current knowledge in these areas.

Simply put, additionality is generally used to describe GHG reduction (carbon offset) of a project or action. It is “additional” to what would have happened in a business-as-usual scenario. Additionality ensures that the level of emissions is lower relative to what would have occurred in the absence of the project or action (i.e., lower relative to the status quo).

We focus on NEPOOL and specifically Massachusetts-eligible Class I RECs because the purchase of the same ensures additionality in New England. The voluntary retirement of Massachusetts-eligible Class I RECs does in fact reduce GHG emissions. The amount of CO<sub>2</sub> avoided by a megawatt hour of Class I resources is determined annually by ISO-NE's annual Electric Generator's Emissions Report.

[http://www.isone.com/staticassets/documents/2014/12/2013\\_emissions\\_report\\_final.pdf](http://www.isone.com/staticassets/documents/2014/12/2013_emissions_report_final.pdf).

In order to make the claim two conditions must be met.

1. Additionality
2. Uniqueness

The NEPOOL GIS system used for MA Class I RECs is created in such a way to prevent double use of an attribute. The additionality condition is met because of a binding RPS constraint with an increasing target. The most straight-forward, ironclad method for a MAPC community to meet the conditions of additionality is to purchase and retire Class I NEPOOL GIS RECs from non-emitting sources. It is not always clear whether a non-NEPOOL REC can satisfy these conditions.

From our reading of the RFP, we can see that MAPC is appropriately concerned about putting more renewable energy onto the grid than required by law and adopting a strategy to produce quantifiable, additional greenhouse gas emission reductions. Our proposal focuses on Class I renewable energy for precisely those purposes. The purchase of Class II RECs would not induce the production of more Class II facilities and would not therefore displace fossil fuels<sup>1</sup>.

We assert that a community's voluntary purchase of RECs that are eligible for the NEPOOL Class I standard, whether they are built within Massachusetts or not, is the best way to bring

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<sup>1</sup> The Class II category was essentially established to provide financial support to those existing facilities. The purchase of Alternative Energy Certificates (AECs) is not something we would recommend for inclusion as a major component in a municipal aggregation plan, at least in the short-term. The market for AECs is not very transparent and the additionality claim would be harder to make for AECs than for Class I RECs.

more renewable energy onto the grid and thereby reduce GHG emissions from fossil fuels. It is important to be precise with the terminology. A REC from Texas, for example, might be from a new project, but claims about additionality from such purchases (would the project really not have been built but for the REC purchase?) are dubious, at best. And while there are some economic development benefits to having projects located in Massachusetts rather than from another New England state, New York, or Canada, the GHG benefit is the same regardless of which state it is located.

A voluntary purchase of an eligible REC creates demand for renewable energy in addition to what would be normally required by law. By playing “keepaway from the utilities”, the utilities (and competitive suppliers a/k/a LSEs – Load Serving Entities) have to contract with renewable energy generators other than those serving the voluntary market.

Assuming the non-LSE (non-LSE, e.g. Arlington, Sudbury) retires the RECs (instead of reselling) it does lead to an increase in grid-wide supply of renewable energy because the purchase and voluntary retirement of RECs increases demand, which leads to higher REC prices, which signals new suppliers to come into the market and generate more renewable energy and RECs.

**Note: SEA’s Bob Grace actually designed the concept of a ‘Reserve Account’ at the NEPOOL GIS, which was incorporated into the system’s design, as a vehicle that allows non-LSEs to retire RECs for such purposes.**

Additionality can be claimed when purchasing RECs from facilities that already exist as long as:

- They are voluntarily retired
- The RECs are registered and retired in a market like NEPOOL where there is a
  - firm requirement to meet the renewable portfolio standard (RPS) and
  - the consequences of not meeting the RPS is a firm alternative compliance payment (i.e. penalty)

We realize that it is an easier story to tell about additionality if the RECs are purchased from a proposed project that would not have been built “but if for” the long-term REC contract the community entered into with the project developer. Nonetheless whether the RECs come from an existing project or a proposed one does not matter. What matters is the act of voluntarily retiring them so that more projects need to come on line to fill the void made by the voluntary retirement. Conversely if a community supports a project with financial support (e.g., by entering into a long-term contract with project for RECs and/or energy and/or direct investment, etc.) and then sells the NEPOOL Class I RECs, the community can’t claim GHG reductions and therefore can’t claim unassailable additionality. Additionality in this case can be impugned because of the following logic that is applicable to NEPOOL and similarly structured power pools:

- There is an RPS mandate with ACP penalties
- A LSE is required to meet the RPS minimum renewable requirements or pay the ACP penalty
- The community has acquired the RECs in some manner (either by self-developing a project or purchasing the RECs from the owner of the RPS qualified project).
- If the community sells the RECs they in all likelihood ultimately will be purchased by an LSE who has an RPS obligation, and will retire the RECs in order to meet the mandatory compliance
  - The community gives up their claim to the environmental benefits (as anyone does when it sells the RECs)
  - The market signals to build new renewable generation are no better or worse off if the community had not financially supported the project. That is with the project built (and the RECs ultimately being sold and used by the LSEs for compliance) there is more REC supply and all things being equal this will decrease the price of RECs and suppress additional renewable investment.
  - Conversely if the community had voluntarily retired the RECs, then the community would get to
    - claim the environmental benefits; and

- Played keep-away with the RECs from the LSEs and thus not suppressed the market price (all other things being equal) and thus kept the same level of incentive for the market to build new renewable generation to meet RPS requirements

This is not to say that supporting a project financially and then selling the RECs is a bad thing, it does do a good thing, but it is not unquestionable additionality.

Of course entering into a long-term contract with a proposed project (or with a project that needs long-term price certainty to keep running to pay for O&M – for example a run-of-river hydro project) and also voluntarily retiring the RECs is the optimal action; it is a great story to tell and unassailable additionality can be claimed.

- 1. Describe the Respondent's experience with identifying and procuring renewable energy generally and renewable energy that meets additionality criteria.***
- 2. Has the Respondent analyzed renewable energy purchases for additionality? If so, describe the process used and the client(s)***

We answer 2 & 3 combined as follows:

Team member SEA has worked on projects that quantify indirect benefits of renewable energy projects and RECs. For example:

- MA RPS Implementation. As **lead consultant to MA DOER on development of MA RPS.** Project manager; primary or co-author on series of technical and policy white papers and reports on aspects, implications, designs, accounting and verification including tracking approach and development of GIS System, and costs of Renewable Portfolio Standard.

- **Represented Union of Concerned Scientists' (UCS) participation in the development and implementation of the NEPOOL GIS** NEPOOL GIS Functional Specifications, Vendor Solicitation, and Operating Rule Development.
- **Lead consultant in developing the 2015 Task 3 Report: Costs and Benefits of Massachusetts Solar Policies**, for the Net Metering Task and Solar Task Force Report.
- **Co-author** of the 2015 Maine Distributed Solar Valuation Study.
- **Project leader on a comprehensive analysis for New York** entitled: New York Solar Study: An Analysis of the Benefits and Costs of Increasing Generation from Photovoltaic Devices in New York, published in 2012.
- **Policy analysis and development of materials to educate policymakers** and stakeholders funded by the Energy Foundation in 2007 which resulted in a series of presentations:
  - **Clarifying the Interaction between REC & Emission Policies & Markets: Treatment of Renewable Energy under the RGGI Model Rule and Other Markets & Policies (for California Energy Commission)**
  - **Seeking Clarity between REC and Emission Markets: Creating a Clear Role for RE in Policies and Markets (For Northeast Energy and Commerce Association)**
  - **Untangling the Interaction between Renewable Energy Markets/Policies and Emission Cap & Trade Regulation: Preserving the Emission Benefits of Renewable Energy (presentation at American Wind Energy Association's Windpower 2007)**
- Performed a detailed and credible Analysis of Estimated Emission Benefits of Maine Wind Farm Generation (a white paper published by Maine Renewable Energy Association in 2015).

### **5.2.7. Technical Approach to Implementing the Scope of Services**

- 1. Explain the respondent's ability to successfully work simultaneously with at least the four communities named in this RFP, as well as the broader list of MAPC municipalities that may enlist their services through December 31, 2016.**

Good Energy has more CCA client communities, approx. 190, than any other consultant in the country. We already buy power for about 2,000,000 (two million) people in the Midwest and within MA we are the biggest consultant in terms of CCA client population size and have issued an RFP for competitive supply for 24 Massachusetts communities, representing more than 500,000 people and businesses. Good Energy has the expertise and existing personnel bandwidth, from client management and sales to regulatory, from design and marketing to operations so that **we can service ALL MAPC municipalities at the same time!!** No other consultant can match our ability to get things done at scale while focusing and honing in on all the details of programs individually tailored for specific communities. No community is too large and also, just as importantly, no community is too small!! Our largest city may have 150,000 people but our smallest community has just 150 people in town!! Good Energy does not cherry pick just the big communities, we help everybody, particularly the smaller ones who often don't have the full-time staff to get the job done without incurring substantive extra costs. Good Energy always picks up the slack, takes the burden off your shoulders, reduces municipal staff time and gets everybody moving forward independently or as a group. No other consultant in the Commonwealth can match us for bandwidth or attention to detail with communities of ALL sizes.

- 2. Based on the Respondent's understanding of additionality described above, what strategy(ies) does it offer for the named communities and other MAPC municipalities to achieve additionality and thereby add new renewable energy generation to the ISO-New England grid? As mentioned previously, the preference**



*of the named municipalities is for additionality to be achieved through the purchase of excess Renewable Energy Credits (RECs). MAPC and the named municipalities do encourage innovative solutions and will also accept strategies for achieving additionality through:*

- a. Direct Investment in a Renewable Energy Project*
- b. Other strategies*

*Number each strategy and for each strategy offered, describe:*

- a. Characteristics of qualifying projects or purchases (e.g. REC attributes)*
- b. Process for identifying and executing qualifying payments or purchases*
- c. Explanation of how it achieves additionality.*
- d. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.*
- e. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.*

Below we describe strategies the MAPC communities could use. We move from a general description to more specific descriptions. There are two primary strategies to achieve additionality. They are:

#### 1. Purchasing RECs

The purchase of RECs is one of the most efficient and effective methods for achieving renewable energy goals. Good Energy has extensive experience and expertise in providing clients with REC purchasing options for achieving their renewable energy goals. We have added Sustainable Energy Advantage, LLC (SEA) to the Good Energy team for the purposes of achieving the goals of the renewable energy project. SEA is a Framingham, MA based

consultants focusing solely on the renewable energy space with a broad array of public and private clients.

## 2. Direct Investment in a Renewable Project

As a part, or whole, of the municipal energy supply procurement, or the community aggregation, the municipalities are interested in exploring directly investing in one or more renewable energy projects, either on-site or off-site. The qualified party would advise the municipalities on the form of this investment including: cash investment, REC off-taker, bundled REC and electricity off-taker, Power Purchase Agreement with retired RECs, etc. The table below provides some additional discussion of variants of the above strategies.

<b>Variants of General Strategies</b>	<b>Discussion</b>
REC Off-taker and retire RECs	REC purchase combined with voluntary retirement is the primary strategy from which to build on. It achieves environmental goals at a cost that is predictable, that can be well-managed over time.
Cash Investment	Possible, but complicated insofar as capturing federal tax incentives. Also puts production and maintenance cost risks onto the municipalities compared to other options. In the short term, it could be used to finance a minority portion of the renewable energy portfolio. As market conditions and federal incentives change, it may become a more viable option in the long term. But Congress tends to approve subsidies that are tax-based that may not have direct value to the municipalities. In order to garner additionality RECs must be voluntarily retired.
Bundled REC and energy Off-taker	Possible, usually with prospective projects. Requires a higher level of due diligence and economic analysis. It could help stabilize the costs to municipalities over a long-term contract. Not usually used for short-term purchases.

PPA with retired RECs	If this strategy involves buying energy from a renewable energy generator, but not the RECs, then we would caution the municipalities against it. Without buying the RECs, the municipalities would not be able to claim emission reductions nor any environmental attributes.
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Each strategy is numbered below for each we describe:

- a. Q. Characteristics of qualifying projects or purchases (e.g. REC attributes)
  - A. A. Described in each strategy
- b. Q. Process for identifying and executing qualifying payments or purchases
  - A. Described in each strategy
- c. Q. Explanation of how it achieves additionality. Note, if it includes a voluntary REC retirement it as described above achieves additionality.
  - A. If the REC attributes are sold, then environmental attributes are transferred, and no GHG emission can be claimed.
- d. Q. How to translate the purchases of the municipality into amount of renewable generation added to the ISO-New England grid and the GHG emissions reduced. Please note if and where there is uncertainty.
  - A. There is no or minimal uncertainty if retiring NEPOOL Class I RECs. As for claiming a certain amount of renewable generation it will be either clear from a direct investment or imputed from a REC purchase (e.g., 1 MW of solar has ~14% capacity factor)
- e. Q. Applicability. Are there certain contracting lengths or structures that are required? Could it work with a hedging or ladder contract system? Are there any restrictions in terms of total load size or other municipal attribute that might limit the applicability to certain municipalities? Specifically identify if it would not apply to any of the named municipalities.
  - A. Described as relevant.

## **A. Direct Investment Strategies**

Projects are on a continuum of

- Direct investment (e.g., owning all or part of a project or loaning funds to a project and leaning on the community's bond rating),
- Entering a long-term fixed price contract where the community's is taking risk (and getting the benefit) of hedging its long-term energy and/or REC cost
- Purchasing RECs and voluntarily retiring them.

All the below numbered strategies are some combination of these three methods

1. Direct Investments. This could be for any NEPOOL Class I non-emitting project. But as recommendation as something MAPC communities could most easily accomplish we suggest for a direct investment that the municipalities should consider purchasing both the energy (or net metering credits) and SRECs from a solar project. The bundle may be prohibitively expensive as is, but could potentially be turned into a money maker. The SRECs could be sold and substituted for MA Class I RECs on a 1:1 basis. The Class I RECs would then be voluntarily retired by the community. As an SREC is just a carve out of the Class I REC program, they have exactly the same GHG emission avoidance value as each other. Thus the difference between monetary value of the SREC value and the monetary value of the Class I REC value would accrue to the municipalities, offsetting premium paid by the municipalities for the bundle of SRECs and energy.
- Projects could range from onsite solar projects that offset municipal load to offsite projects where net metering credits are used. It is clear that a net metering project within the municipal boundaries of an electric investor owned utility (e.g., Eversource or National Grid for MAPC communities can transfer excess net metering credits to other accounts within the municipality or to other municipalities served by the same electric utility and within the

same ISO-NE load zone<sup>2</sup>. As the Cities of Somerville and Newton, the Towns of Arlington and Sudbury are all in Eversource NEMA they all only can receive net metering credits from a project within Eversource NEMA. Net metering rules vary for municipal light plant communities (e.g., Concord, Reading, Wellesley), but they don't generally offer virtual net metering.

- This strategy also would work for purchasing just SRECs from a project without the energy or net metering credits

## **B. Other strategies**

Other strategies to increase our renewable energy procurement for the municipalities are outlined as follows:

2. We would recommend starting off with the purchase of Class I RECs from existing resources and then voluntarily retiring them, such as those currently listed as eligible by the Mass. Department of Energy Resources website. As the list shows, wind power is the predominate source of RECs. Such a purchase would be for a specified percentage of the electric load of the municipality. There are no applicability restrictions.
3. The municipality could annually issue an RFP to renewable energy developers of projects under development. These RFPs would be modeled to some extent after RFPs issued from time to time by utilities, Mass Energy and the Massachusetts Clean Energy Center. This would probably work for communities that are served by competitive LSE for electric generation for investor owned utility (IOU) communities (which Arlington, Newton, Somerville and Sudbury all are) that allow retail choice and municipal opt-out aggregation. Municipal Light Plant (MLP) communities may even broader latitude to implement such a strategy, though these communities could not participate in municipal aggregation as they do not have retail choice. The RFP could

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<sup>2</sup> Find map of ISO-NE eastern Massachusetts load zones [here](#) and Massachusetts electric utility map [here](#).

be REC purchase with any combination of additional direct investment / financial support or energy purchase.

4. The municipality could use its municipal supply contract as leverage to assist the community aggregation with respect to REC contract. The municipality has the authority to enter into long-term contracts for RECs for the municipal supply and that would help to acquire RECs at a favorable price while also sending a stronger message to the renewable energy development community. It could then sell some of those RECs to the community aggregation to help the aggregation meet, for example, its five percent target cost-effectively, even though the aggregation's supplier might have a contract with a term of just two or three years. For example, if the residential load at five percent would be about 15,000 RECs per year, which is 37.5% of an electricity supply load (38,000 to 40,000 MWh per year). If the municipality wanted to purchase ten (10) percent renewable energy for its municipal supply per year, it could contract for 47.5% through long-term contracts, and then sell 37.5% per year to community aggregation. MLPs would be precluded directly from this strategy because they don't allow retail choice.
5. The municipality could also consider REC contracts in tandem with contracts for difference (CFDs). CFDs are a financial mechanism that would allow the municipality to hedge against energy price volatility without having to purchase net metering credits or enter the challenging realm of wholesale electricity settlements. They provide an additional source of revenue certainty to prospective generators, which, paired with a REC contract, would be a powerful tool for driving new projects online. While no community is excluded from this strategy, the MLP communities may be better suited to deal with this approach as their communities are used to hedging wholesale price risk.
6. Consider entering into long-term contracts for RECs that would help the supplier(s) of the municipalities meet the basic RPS obligations, which will be increasing on annual basis. The municipalities could buy Class I RECs and "put" them to the supplier. This

- method can also be used with respect to SRECs that qualify for the Solar Carve-Out as a means to provide direct support to PV projects (though this means selling the RECs and not retiring them). Most MLPs do not have RPS requirements, and if they do, they are self-imposed, thus would be precluded from this strategy.
7. With respect to solar, in the short term, the municipalities could actively promote adoption by residents and businesses in two ways, subject to the resolution of currently ongoing legislative negotiations. One way is the familiar “Solarize” model. Another way is “community shared solar”. In both cases, PV RECs might initially go into the Solar Carve-Out, but could eventually become part of the Class I REC supply of the municipalities. Most MLPs do not have community shared solar rules in place, so could not participate in such a strategy.
  8. Look to solar for a more significant share of the load in future years when projects that are currently earning SRECs are no longer eligible for the Solar Carve-Out, but will be eligible to produce Class I RECs. This could start taking place as soon as 2024. Most projects do not have a post SREC strategy, and would be willing to sell their Class I RECs at a low price. With this in mind, the municipalities could target PV projects located in the municipalities and nearby communities for inclusion in the portfolio. All communities could participate in this strategy.

We also would like to suggest an idea that is not about renewable energy per se, but about using the aggregation to achieve emission reductions. We are confident that we could ask electricity suppliers to propose a special rate or incentive for consumers with electric vehicles (EVs). Some utilities around the world are beginning to do so and this could become a feature of community aggregation. It would be a win-win-win. Benefits would go to the consumer, the supplier, and to the environment.

The below table summarizes the answers to the questions about the strategies.

Strategy # & Description	Characteristics	Process for Identifying Qualifying Payments	How it Achieves Additionality	How Translate into Added Renewable MWs and GHG Reduction	Applicability
<b>1 Direct Investment</b>	Financial support and SREC for Class I REC swap and then Class I retirement	Value of Class I RECs retired, plus cost to enter contract, plus cost of purchase of energy and SRECs less value of energy purchased	Through direct investment and retirement of Class I RECs	MWs of project; GHG of marginal emission of RECs produced	Applicable to all communities. MLPs via wholesale market, IOU communities through retail market
<b>2. REC Purchase w/ Retirement</b>	Purchase Class I RECs from existing projects and then retire them	Cost of purchase	REC voluntary retirement	GHG of marginal emission of RECs produced. MWs could be fraction of project or imputed (e.g., 30% capacity factor for wind projects)	All communities
<b>3. RFP for Projects</b>	RFP to support projects. REC purchase combined with other potential support	Depends on RFP details	Depends on RFP details	Depends on RFP details	All. Could be better suited to MLP communities
<b>4. Leverage Municipal Supply w/ Community Aggregation</b>	Purchase additional Class I RECs	Cost of marginal purchase	REC voluntary retirement	See answer for #2	MLPs directly precluded
<b>5. RECs in Tandem w/ CFD</b>	CFD provides financial energy price hedge	Cost of RECs retired and difference between CFD strike price and average market price	REC voluntary retirement, plus long-term support of project via CFD	See answer for #2	May be better suited for MLPs, but all could participate
<b>6. Buy &amp; "Put" Class I RECs</b>	Hedges long-term cost of RECs, and can decrease retail electric costs from supplier	Difference between REC contract price and REC spot price for the specific year	Does not achieve additionality unless some of the RECs are voluntarily retired	Not applicable as it does not achieve additionality	MLPs precluded
<b>7. Promote Community Solar</b>	Promotes more solar in the host community	Budget for promotion.	Does not achieve additionality directly	Not applicable as it does not achieve additionality	MLPs precluded



Strategy # & Description	Characteristics	Process for Identifying Qualifying Payments	How it Achieves Additionality	How Translate into Added Renewable MWs and GHG Reduction	Applicability
8. Look to purchase Class I RECs from solar 2024 and beyond	Probably get to purchase Class I RECs from solar at very cheap rate	Cost to purchase RECs	REC voluntary retirement (if done)	See answer for #2 for portion that is voluntarily retired	All communities could participate

***3. Describe in detail the work plan and mechanics of how the prospective Respondent will accomplish each task of the Scope of Services. Respondents should expand on the generalized outline of methods contained in the scope with specific details of how the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered. Respondent should use the four named communities to illustrate if and how their approach to any aspect of the scope of services might change based on load size, contract length or other criteria.***

***For the task “Provide Public Education”, Respondent should address how it would manage messaging and engagement differently for each key stakeholder group in a community (e.g. residents, business, public officials, etc.). Respondent should also describe how it would tailor its engagement plan based on the characteristics of a community.***

Please see the Section on Scope of Services for our detailed response. From a renewable energy perspective Arlington, Newton, Somerville and Sudbury, as noted above are all served by Eversource and all reside in the ISO-NE NEMA region. Thus except for behind the meter projects that offset physical load they all will be able to participate in the same projects (e.g.,

virtually net metered, investments, REC purchases and retirements). The only difference should be their appetites for participation. Just by size, Somerville and Newtown should have a much greater appetite for projects and strategies than Sudbury, with Arlington somewhere in between.

#### ***5.2.8. Optional Services/Extras***

***At the option of the respondent, propose additional and/or alternate elements to improve the scope of services to improve the ability of the participating municipality to meet the goals of Section 1.3.***

We have provided a wide range of options for participating municipalities to meet the goals of Section 1.3. By working with these municipalities and learning what goals may evolve from that relationship, more concepts may develop to improve the scope of services.

#### ***5.2.9. Legal Proceedings***

***Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.***

A Statement of Legal Proceedings is contained in the Appendix in the Section for Required Documents.

## **Conclusion**

Good Energy is the national industry leader in structuring, implementing and managing municipal energy aggregation programs, serving more communities and residents than any other aggregation consultant in the United States. Good Energy has combined its extensive national experience with local experience and expertise in municipal aggregation and located offices in Massachusetts to provide municipalities in Massachusetts with the best possible municipal aggregation team. We are proud of what we have accomplished with municipal aggregation nationally and look forward to providing the same competitive choice, rate stability, savings and renewable energy options to municipalities in Massachusetts. Good Energy's track record in ongoing municipal aggregation program management speaks for itself; to date, no municipality has ever left one of our municipal aggregation programs.

***The objectives of the Good Energy team are consistent and firmly aligned with those of our clients. We sit on our clients' side of the table and only do well when our clients do well.***

Good Energy has the experience, expertise, professional and analytical staff, strategic alliances and the dedication to excellence to perform at the highest level to fulfill the energy objectives of the municipalities of MAPC. We look forward to progressing in the selection process and being interviewed by the Selection Committee. The Massachusetts Good Energy Team would be honored to work with the municipalities of MAPC.

# Appendix

## Required Forms

- Respondent Information Form
- Contractor Authorized Signature Verification Form
- Certificate of Non-Collusion
- Certificate of Tax Compliance (M.G.L., c.62C, §49A)
- Affirmative Action Plan Form
- Conflict of Interest Certification (M.G.L. c.268A)
- Certificate of Compliance with M.G.L. c. 151B
- Certificate of Non-Debarment
- Statement of Legal Proceedings

## Electric Broker License

Certificate of Insurability - Example

## References

- Massachusetts References

- National References - List of all clients for the last three years

Good Energy Team Resumes

2015 Energy Leadership Award

Good Energy Public Outreach, Education and Marketing Plan

Good Energy Information Websites

Marketing Samples

Good Energy Website Screenshots

Mass Energy Resumes-Screenshots-Label

Sustainable Energy Advantage Qualifications, References & Screen Shots

## **EXHIBIT C**

**Department of Energy Resources (“DOER”) Consultation Letter**

## **EXHIBIT D**

### **Certified Vote Approving the Aggregation Plan**

# **ATTACHMENT 2**

**TOWN OF ARLINGTON**

**COMMUNITY ELECTRICITY AGGREGATION**

**MUNICIPAL AGGREGATION PLAN**

Prepared with

**GOOD ENERGY, L.P.**

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## Introduction

The Town of Arlington (“Municipality”) has developed the Community Electricity Aggregation Program (the “Program”) with the goal of bringing the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The Program, as described in this aggregation plan (the “Plan”), is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

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

### I. Key Features

The key features of the Program will include:

**Price 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 be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a price that meets the criteria set by the municipal officials. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

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

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

**Standard Product:** Arlington intends to offer the Arlington Local Green product as their standard product. The municipal officials and residents of Arlington recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources in the Commonwealth. This product, along with other efforts undertaken and planned by municipal officials, is designed to fulfill these goals and objectives. The Arlington Local Green product is expected to include 5% green energy above the Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. This product is intended to include as many RECs produced by renewable energy generating resources located in the Commonwealth as possible. The exact percentage of green energy to be included in Arlington Local Green will be determined after the receipt of bids from competitive suppliers. Including additional green energy in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

**Optional Products:** Arlington intends to offer two optional products that provide customers with a wide range of possible choices for their electricity needs:

Arlington Basic: Some customers may feel that the amount of green energy required by the RPS in the Commonwealth includes a sufficient amount of RECs to fulfill their renewable energy objectives. This product offers the same amount of green energy offered in the Basic Service of the Local Distribution Company as required by law.

Arlington Premium 100% Local Green: For customers that want more green electricity generated from renewable energy resources in the Commonwealth than is offered by Arlington Local Green, this product offers up to a 100% green energy option. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Arlington Premium 50% Local Green: For customers that want more green electricity generated from renewable energy resources in the Commonwealth than is offered by Arlington Local Green, but a more economical alternative to Arlington Premium 100% Local Green, this product offers up to a 50% green energy option. This enables customers

who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

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

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

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

## II. Statutory Requirements

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

### 1. Local Approval

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

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

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

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

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

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

### III. Elements of the Plan

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

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

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

#### 1. Organizational Structure

The organizational structure of Program will be as follows:

**Board of Selectmen and Town Manager:** The Plan 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 or other designees of the Board of Selectmen. The designee(s) of the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Board of Selectmen shall be specifically authorized to enter into an Electric Service Agreement ("ESA") under parameters specified by the Board of Selectmen.

### *Municipal Aggregation Plan*

**Aggregation Consultant:** The Aggregation Consultant will manage certain aggregation activities under the direction of the Board of Selectmen, Town Manager 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 ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for its constituents by the Board of Selectmen.

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

## 2. Operations

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

- a. Issue an RFP for power supply and select a competitive supplier
- b. Implement a public information program, including 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 Department approves the Plan, the next step is to procure a contract for

power supply.

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

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

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

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

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

ii. RECs for a green product

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

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

b. Implement public information program including 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. This information will be made available in multiple languages where appropriate.

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.

The Municipality will develop a detailed timeline for these efforts, 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 current Basic Service offering provided by the Local Distribution Company. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope. 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 competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect customer privacy. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

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 Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

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

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

Also as part of ongoing operations, the Municipality intends to coordinate the

aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. The Municipality will cooperate with the Local Distribution Company responsible for administering the energy efficiency programs. 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 a green product offered by the aggregation program.

d. Annual report to DOER

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

3. Funding

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

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

The administrative costs of the program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the Local Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour. Additionally, during the first year of the ESA, the competitive supplier will also pay a fee of \$0.000025 to cover the Metropolitan Area Planning Council's cost of project development, administration and support.

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 classes will be the same as the Basic Service customer classes of the Local Distribution Company. The

frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices will change as specified in the winning bid and customers will be notified of price changes through media releases and posting on the aggregation web site.

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

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

#### 5. Method of Entering and Terminating Agreements with Other Entities

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

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

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

#### 6. Rights and Responsibilities of Program Participants

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

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

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

## 7. Extensions or Termination of Program

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

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

The Municipality will notify the Local Distribution Company of the planned termination or extension of the program. In particular, the Municipality will provide the Local Distribution Company notice: (1) 60 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. In the event of the termination of the program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange ("EDI") rules and procedures.

#### IV. Substantive Requirements

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

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

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

##### 1. Universal Access

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

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

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

##### 2. Reliability

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

an investment-grade entity either execute or guarantee the ESA. Accordingly, the program satisfies the reliability requirement of the statute.

### 3. Equitable Treatment of all Customer Classes

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

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

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

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include the initial customers and new customers that move into the Municipality after the program start-date. All initial customers will receive the standard program pricing for their rate class. As described above under “Universal Access,” among new customers, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial and industrial customers, who will receive pricing based on market prices at the time the customer joins the Program.

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

V. Planned Schedule

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Municipality and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare eligible consumer data of the Municipality; Broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives eligible consumer data from Local Distribution Company
48	Competitive Supplier mails opt-out notice and pre-paid reply card to all eligible consumers
49	30-day opt-out period begins on date of postmark
51	Eligible consumers receive opt-out notice in the mail
51-81	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier.
63	Competitive Supplier completes EDI testing with Local Distribution Company.
82	Competitive Supplier removes all eligible consumers who opt out from the eligible list
83	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers.
90	Service begins as of each customer's next meter read date

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

VI. Conclusion

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

## **EXHIBITS**

- A. Customer Enrollment, Opt-Out and Opt-In Procedures
- B. Sample Customer Notification Letter and Opt-Out Card



## EXHIBIT A

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

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

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

##### 1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing 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. The Competitive Supplier shall provide each customer with a pre-stamped Opt-Out Reply Envelope for return of the Opt-Out Reply Card.

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

##### 1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer to the Competitive Supplier, in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group, to facilitate the notification and opt-out requirements of the program.

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

##### 1.4. Customer Opt-Outs.

1.4.1. 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 mailing the opt-out reply card to the Competitive Supplier.

1.4.2. After the initial thirty (30) day period customers may also opt out by calling the Competitive Supplier's customer service number or following one of the other opt-out procedures described in Section 3.1.

## 1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. After the conclusion of the 30-day opt-out period, and providing the EDI testing is complete, 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 than two business days after the date of the enrollment transaction;

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all 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 an Opt-Out Notice and Reply Card for all New Customers no less than thirty (30) days after receiving notice of such New 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 program as of:

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

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

## 4. Opt-In Procedure

### 4.1. Applicability

4.1.1. 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 except that residential and small commercial customers who were served by a competitive supplier at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program. 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.



# The Town of Arlington

## Community Electricity Aggregation Program

<Date>

Dear Basic Service Customer,

The Town of Arlington recently approved a Community Electricity Aggregation program authorizing our community to aggregate the electricity load of those residents and businesses that are on Basic Service with \_\_\_\_\_. The goals of the program are to provide you with competitive choice, longer-term price stability and reduced electric rates. There are \_\_\_ other municipalities with community electricity aggregation programs that have elected to participate in a buying group with Arlington to solicit bids for the sale of electricity from competitive suppliers.

After a competitive bid process, \_\_\_\_\_ was selected as our Electricity Supplier for a contract with a term from your scheduled January \_\_\_\_\_ meter reading to your January \_\_\_\_\_ meter reading.

Rate Class	New Community Electricity Program (Supply Services Only)	Current Utility Basic Service (Supply Services Only)
Residential	\$0.00000/kWh	\$0.00000/kWh
Commercial	\$0.00000/kWh	\$0.00000/kWh
Industrial	\$0.00000/kWh	\$0.00000/kWh SEMA \$0.00000/kWh NEMA
Duration	January _____ - January _____ <i>(Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.)</i>	May _____ - October _____ Supplier X <i>(Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 3 months.)</i>

**Under the contract, the rate per kWh for electric supply will be fixed for the next \_\_\_\_\_ months.**

**PROGRAM DETAILS**

- As an eligible participant, your account will be automatically enrolled in the program unless you choose to opt-out.
- You may leave the program at any time without early termination fees.
- You will continue to receive one bill from your utility.
- You will continue to send payment to your utility.
- Your utility will continue to respond to emergencies and outages.
- Your reliability and quality of service will remain the same.

Participation	Action Needed
If you want to participate in this program.	⇒ No action required.
If you do NOT want to participate in this program.	⇒ Sign and date the enclosed opt-out reply card and return in the postage pre-paid envelope. Mail the opt-out reply card within 30 days of postmark on opt-out letter.

**IF YOU HAVE BEEN MAILED THIS NOTIFICATION**, you do not need to take any action in order to participate in the Program.

**ALL BASIC SERVICE CUSTOMERS** who have been mailed this notification will automatically be enrolled in the Program and start benefiting from the lower rate beginning on the day of the month that your meter read occurs. The new rate will be reflected on your subsequent month's bill. This date varies by service area. Your meter reading date is shown on your bill.

**BUDGET PLAN OR ELIGIBLE LOW-INCOME DELIVERY RATE CONSUMERS** will continue to receive those benefits from their utility.

**IF YOU ARE RECEIVING ELECTRICITY SUPPLY FROM A COMPETITIVE SUPPLIER AND BELIEVE YOU HAVE RECEIVED THIS OPT-OUT LETTER IN ERROR**, you **must** sign the attached card and opt-out of this Program. This will ensure you continue to receive your electricity from that Competitive Supplier and prevent any possible early termination fees.

## **RENEWABLE ENERGY**

- **INCLUDED: "ARLINGTON LOCAL GREEN" - FIVE (5) PERCENT LOCAL RENEWABLE ENERGY – No Action Required to Receive this Offer**  
The program automatically includes five (5) percent local renewable energy, in addition to the State Renewable Energy Portfolio Standard (RPS), originating from qualified Massachusetts Class 1 renewable energy sources. The Arlington Local Green offer is comprised of MA Class 1 Renewable Energy Certificates equal to five (5) percent of a consumer's metered consumption.
- **OPTION: "ARLINGTON PREMIUM 100% LOCAL GREEN" - ONE HUNDRED (100) PERCENT LOCAL RENEWABLE ENERGY**  
The program offers an elective one hundred (100) percent local renewable energy option. This 100% option includes renewable energy, in addition to the State Renewable Energy Portfolio Standard (RPS), originating from qualified Massachusetts Class 1 renewable energy sources. The Arlington Premium Local Green offer is comprised of MA Class 1 Renewable Energy Certificates equal to one hundred (100) percent of a consumer's metered consumption. The price of this offer is \$0.00000/kWh.
- **OPTION: "ARLINGTON PREMIUM 50% LOCAL GREEN" - FIFTY (50) PERCENT LOCAL RENEWABLE ENERGY**  
The program offers an elective fifty (50) percent local renewable energy option. This 50% option includes renewable energy, in addition to the State Renewable Energy Portfolio Standard (RPS), originating from qualified Massachusetts Class 1 renewable energy sources. Call our Electricity Supplier at (xxx) xxx-xxxx to learn more. The Arlington Premium 50% Local Green offer is comprised of MA Class 1 Renewable Energy Certificates equal to fifty (50) percent of a consumer's metered consumption. The price of this offer is \$0.00000/kWh.
- **OPTION: "ARLINGTON BASIC" - NO ADDITIONAL LOCAL RENEWABLE ENERGY**  
Program participants who do not want any local renewable energy (0%) in addition to the amount required by the State Renewable Energy Portfolio Standard (RPS) **must opt-in** by contacting the Electricity Supplier at (xxx) xxx-xxxx. The price of this offer is \$0.00000/kWh.

**IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION ON YOUR OWN**, you **must** opt-out of this Program. This will ensure you continue to receive your electricity from that Green Power Supply.

**SOLAR ELECTRICITY CONSUMERS** will not be impacted and will continue to receive their net metering credits while benefiting from the lower rate.

## **INSTRUCTIONS ON HOW TO OPT-OUT**

If you do not wish to participate in the program, simply sign and return the enclosed card in the postage-paid envelope within thirty (30) days of the postmark on this opt-out letter.

**ANY TIME AFTER ENROLLMENT**, you can leave the program with no early termination fees. This will occur during the next available billing cycle, whereupon your account(s) will be returned to your utility's Basic Service.

**FOR MORE DETAILED INFORMATION** regarding your community's Program, visit [MASSCEA.COM](http://MASSCEA.COM), or call toll-free at (844) MASSCEA (627-7232).

**THERE IS NO GUARANTEE OF FUTURE SAVINGS**

The primary intent of the program is to provide price stability and savings over the duration of the \_\_\_\_\_-month term. However, your local utility's Basic Service rates for electric supply for residential and small commercial customers change every six months and may drop below the program rate during any given six-month period.

Additional information about your utility's Basic Service electricity rates may be found on the [MASS.GOV](http://www.mass.gov) website here:

<http://www.mass.gov/eea/energy-utilities-clean-tech/electric-power/electric-market-info/basic-default-service/>

Please refer to the Basic Service category to determine the best option for you.



CUSTOMER NOTIFICATION ENVELOPE

**OFFICIAL CITY BUSINESS**

**ELECTRIC SUPPLY PROGRAM**

Competitive Supplier  
1 Energy Way  
Energy, MA 00000

John & Mary Resident  
1 Any Street  
Arlington, MA 02474

**DO NOT DISCARD – URGENT NOTICE REGARDING ELECTRIC RATES**

**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  
Arlington, MA 02474

**OPT-OUT INSTRUCTIONS:**

If you want to participate and receive the Standard Product, 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# **ATTACHMENT 3**

**TOWN OF ARLINGTON**

**COMMUNITY ELECTRICITY AGGREGATION**

**PUBLIC OUTREACH AND EDUCATION PLAN**

Prepared with

**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 G.L. 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, including consumers with limited English language proficiency, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty.

The Public Outreach and Education Plan (Education Plan) component of the Community Electricity Aggregation Program (Program) has two parts. The general public outreach and education effort 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 Town of Westford, D.P.U. 15-115, pp. 10-11 (2015), the Department found that the education component of the Town's Plan, which informed customers of their right to opt out and provided other pertinent information about the Program through newspapers, public and cable television, public meetings, electronic communication, a toll-free customer service line, and a direct mail component including the opt-out notification, satisfied the statutory requirements of G.L. c. 164, section 134(a). The Public Outreach and Education Plan of the Municipality closely resembles the Education Plan of the Town of Westford.

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.

## *Public Outreach and Education Plan*

This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current Basic Service rate, how to access it and that it is available to them without penalty.

The 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.

### *Public Outreach and Education Plan*

Follow-up news releases will update the media on the status of the progress of the Program. A sample of available media outlets is 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 (DPU), and the Competitive Supplier.

#### 1.1.6 Public Presentations

Good Energy will provide presentations to municipal officials 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 Program and provide information regarding participation and rights;

*Public Outreach and Education Plan*

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

The opt-out notification will also contain a card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of the mailing to return the opt-out card in a preaddressed postage-paid envelope. 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.

Examples of a draft opt-out notification letter and the opt-out card are included as Exhibit B to the Aggregation Plan. A copy of the initial opt-out notification will be filed with the Director of the Department's Consumer Division prior to the start of the opt-out period.

## 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 period outlined below through the media and the toll-free telephone number.

*Public Outreach and Education Plan*

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 card
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



## Exhibit A

### Sample of Available Media Outlets

#### Newspapers

The Arlington Advocate, Arlington Patch

#### Radio

WHRB (95.3 FM, CAMBRIDGE, MA); WMBR (88.1 FM, CAMBRIDGE, MA); WJIB (740 AM, CAMBRIDGE, MA); WMFO (91.5 FM, MEDFORD, MA); WXKS (107.9 FM, MEDFORD, MA);

#### Television

Arlington Community Media Television (ACMI) (Ch. 8, 9 and 22 - Comcast; Ch. 3, 13 and 15 - RCN; Ch. 31, 24 and 26 - Verizon).

# **ATTACHMENT 4**

**TOWN OF ARLINGTON**

**COMMUNITY ELECTRICITY AGGREGATION**

**ELECTRIC SERVICE AGREEMENT**

Prepared with

**GOOD ENERGY, L.P.**

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SUMMARY

## ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2016 ("Effective Date") by and between \_\_\_\_\_ ("Competitive Supplier"), and the Town of Arlington, a Massachusetts municipality (the "Municipality").

### **Recitals**

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

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

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

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

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

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

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

## ARTICLE 1 DEFINITIONS

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

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

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

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, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – \_\_\_\_\_, 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 or Department - The Massachusetts Department of Public Utilities or any successor state agency.

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

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

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, but not including those consumers who receive Basic Service and participate in a green power program from the Local Distributor, those customers who are taking power supply service from a competitive supplier and those consumers who receive Basic Service and have requested not to have their account information shared by the Local Distributor. 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 or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

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

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

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

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

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

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

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

1.22 NEPOOL - The New England Power Pool.

1.23 New Consumers - Residential, commercial, industrial, municipal, or other consumers

of electricity that become Eligible Consumers after the Effective Date.

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

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

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

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

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

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

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

1.31 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including Changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes 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 Consumer's 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 both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 2.2 NO THIRD PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person

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

### 2.3 COMPLIANCE WITH LAWS

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

### 2.4 CONDITIONS PRECEDENT

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

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

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

### 2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

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

## 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. Competitive Supplier must include with the Opt-Out Notice a pre-stamped envelope for use by customers electing to opt-out of the Program. 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 in connection with its notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the

Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 3.3 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 during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 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. Residential and small commercial New Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Consumers shall be enrolled at a price determined by then-prevailing market conditions. Competitive Supplier shall enroll such New Consumers in accordance with applicable Department and 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 shall provide All-Requirements Power Supply to such Eligible Consumers at a price determined by the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

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

## ARTICLE 4 TERM OF CONTRACT AND TERMINATION

### 4.1 TERM

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

### 4.2 TERMINATION

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

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

### 4.3 OBLIGATIONS UPON TERMINATION



Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date.

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

#### 4.4 EXTENSION

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

### ARTICLE 5 CONTINUING COVENANTS

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

#### 5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

#### 5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier,

and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

### 5.3 RESPONDING TO REQUESTS FOR INFORMATION

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

### 5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

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

## 5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

## 5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), 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 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in

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

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

## ARTICLE 7 PRICES AND SERVICES; BILLING

### 7.1 SCHEDULE OF PRICES AND TERMS

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

### 7.2 OBLIGATION TO SERVE

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

### 7.3 METERING

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

### 7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

#### 7.4.1 Title

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

#### 7.4.2 Billing and Payment

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

#### 7.4.3 Regional and Local Transmission

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

#### 7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or

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

## ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

### 8.1 RENEWABLE ENERGY PORFOLIO STANDARD

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

### 8.2 PROVISION OF GREEN POWER *[include if applicable]*

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

## ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

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

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

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

## ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it 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 aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. 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 aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.



### 11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) 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 all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Municipality or its agent within a Commercially Reasonable time

## 11.2 POWER SUPPLY REPORT

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

## 11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality 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 are required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

## ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

### 12.1 CHOICE OF LAW AND FORUM

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

### 12.2 DISPUTE RESOLUTION

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

## ARTICLE 13 INDEMNIFICATION

### 13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

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

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

### 13.2 NOTICE OF INDEMNIFICATION CLAIMS

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

### 13.3 SURVIVAL

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

### 13.4 DUTY TO MITIGATE

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

## ARTICLE 14 REPRESENTATIONS AND WARRANTIES

### 14.1 BY THE COMPETITIVE SUPPLIER

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

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

applicable to it;

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

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

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

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

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## 14.2 BY THE MUNICIPALITY

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

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

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

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

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

## ARTICLE 15 INSURANCE

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

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

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

## ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10. 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

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.

## ARTICLE 18 MISCELLANEOUS

### 18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be

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

## 18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, 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.

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

## 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, 3<sup>rd</sup> Floor  
New York, NY 10016  
Phone: 212-792-0222  
Fax: 212-792-0223  
charles@goodenergy.com

and

Town Manager  
730 Massachusetts Avenue  
Arlington, MA 02476  
Phone: 781-316-3010  
Fax: 781-316-3019  
achapdelaine@town.arlington.ma.us

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

#### 18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

#### 18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire



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

#### 18.6 FORCE MAJEURE

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

#### 18.7 EXPENSES

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

#### 18.8 NO JOINT VENTURE

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

#### 18.9 JOINT WORK PRODUCT

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

#### 18.10 COUNTERPARTS

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

#### 18.11 COMMISSION

The Parties acknowledge that the Price for energy as described in Exhibit A includes: a) a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program; and b) a commission fee equal to \$0.000025 per kWh of Participating Consumers actual usage for the first twelve (12) months of the Agreement payable to the Metropolitan Area Planning Council (“MAPC”) to cover the MAPC’s cost of project development, administration and support. The Competitive Supplier agrees to include these commission fees in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P. and MAPC for the duration of this ESA. 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.

#### 18.12 WAIVER

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

#### 18.13 CO-OPERATION

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

#### 18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will

provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

#### 18.15 ADVERTISING LIMITATIONS

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

#### 18.16 PRESS RELEASES

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

#### 18.17 HEADINGS AND CAPTIONS

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

#### 18.18 SURVIVAL OF OBLIGATION

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

#### 18.19 REMEDIES

##### 18.19.1 General

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

##### 18.19.2 Limitations

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

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

COMPETITIVE SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

EXHIBIT A

PRICES AND TERMS  
Community Electricity Aggregation Program

Price by 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: On the Effective Day, 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 on the Effective Day 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 Consumer's first meter read dates after \_\_\_\_\_. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the 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.

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

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

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

EXHIBIT B

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	