



CITY COUNCIL

City Clerk's Office 5/29/2024

Regular Meeting Agenda~

I hereby notify you that the following items of business have been filed with this office and can be acted upon at the meeting of the City Council **Monday June 3, 2024** at 07:00 PM.

City Clerk

Call to Order

7:00 PM Meeting called to order on June 3, 2024 at Hybrid Council Chamber, 36 Court Street, Springfield, MA.

Items in Committee

- () PEG Access and Cable Related Fund FY24 Q4 Franchise Fee Payment - \$152,642.64 (Mayor Sarno)

Reports of Committee

Informational

- (1.) Confirmation of William St. Denis as Deputy Director of Veterans' Services (Mayor Sarno)

Petitions

- (2.) EVERSOURCE - Bicentennial Highway

Grants

- (3.) CDBG Entitlement Grant - No Match - \$3,740,488.00 (Mayor Sarno)
- (4.) HOME Entitlement Grant - No Match - \$1,502,181.00 (Mayor Sarno)
- (5.) HOPWA Entitlement Grant - No Match - \$827,431.00 (Mayor Sarno)
- (6.) ESG Entitlement Grant - No Match Required - \$329,785.00 (Mayor Sarno)
- (7.) Fire Emergency Management Performance Grant Increase - \$4,000 - No Match Required (Mayor Sarno)
- (8.) Donation - Police Superintendent Akers (Mayor Sarno)
- (9.) FY24 Libraries Cash Donations - \$435.92 (Mayor Sarno)

Orders

- (10.) Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00 (Mayor Sarno)
- (11.) Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72 (Mayor Sarno)

Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72

- (12.) Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000 (Mayor Sarno)

Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000

- (13.) Collective Bargaining Agreement Ratification - National Association of Government Employees (NAGE) Local 1-021 (Mayor Sarno)

- (14.) Springfield Community Choice Power Supply Aggregation Plan (Mayor Sarno)



City Council

TABLED

Meeting: 06/03/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8020

PEG Access and Cable Related Fund FY24 Q4 Franchise Fee Payment - \$152,642.64 (Mayor Sarno)

WHEREAS, the City of Springfield ("City") received \$152,642.64 as a quarterly franchise fee payment from Comcast Corporation ("Comcast") as a part of the City's cable agreement with Comcast ("Cable Agreement"), for the purpose of funding public education and government access cable television activities and services in Springfield; and

WHEREAS, the City previously accepted G.L. c. 44, §53F¾ establishing a special revenue fund known as the "PEG Access and Cable Related Fund" to reserve cable franchise fees and other cable-related revenues; and

WHEREAS, the City intends to use the cable franchise fee payments from Comcast to support and provide PEG access programming services and oversight, to deliver cable television programming to municipal buildings, and for costs related to oversight and renewal of the cable franchise agreement, or take any other action relative thereto; and

WHEREAS, the City has accepted the franchise fee quarterly payment and requests authorization from the City Council and the Mayor to expend the funds listed below from the PEG Access and Cable Related Fund for the purposes of the fund; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the acceptance of the franchise fee funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to G.L. c. 44, §53F¾, that the City Council hereby appropriates the sum of \$152,642.64 and approves the expenditure by the City of the cable franchise fees and other cable-related revenues to support PEG access services, subject to the approval of the Mayor, and the funds received shall be deposited with the City Treasurer and held in a separate account and may be expended for the purposes of the fund without further appropriation:

PEG Access and Cable Related Fund

Account#29431290-530105-PEG24: \$152,642.64



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Gladys Oyola-Lopez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8052

1

Confirmation of William St. Denis as Deputy Director of Veterans' Services (Mayor Sarno)

Confirmation of William St. Denis of 14 Kittrell Street , Springfield, Massachusetts, as the Deputy Director of Veterans ' Services.



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

May 28, 2024

Gladys Oyola, City Clerk
City of Springfield
36 Court Street
Springfield, MA 01103

I hereby appoint William St. Denis of 14 Kittrell Street, Springfield, Massachusetts, as the Deputy Director of Veterans' Services. Mr. St. Denis is a person qualified to hold this position based on his commitment to the city, and experience and training to perform the duties of said office, and I make the appointment solely in the interest of the City.

Respectfully,

Domenic J. Sarno
Mayor

Attachment: Bill St. Denis - Veterans Services Deputy Director (8052 : Confirmation of William St. Denis as Deputy Director of Veterans'



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 8056)

Meeting: 06/03/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8056

EVERSOURCE - Bicentennial Highway

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS The Board of Public Works, to which was referred the petition Bicentennial Highway of Eversource Electric Company dated April 30, 2024, to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway.

WHEREAS, said petition Bicentennial Highway was referred to the Board of Public Works on April 30, 2024; and

WHEREAS, On May 1, 2024, a Notice of a Public Hearing on Bicentennial Highway to be held on May 15, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on May 15, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition Bicentennial Highway to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway. Starting at the Allen Street and Bicentennial Highway intersection the first pole line will start approximately 40' north of the intersection and then 100 feet between each pole, the poles will be centered in the median on Bicentennial Highway.

EVERSOURCE, Bicentennial Highway

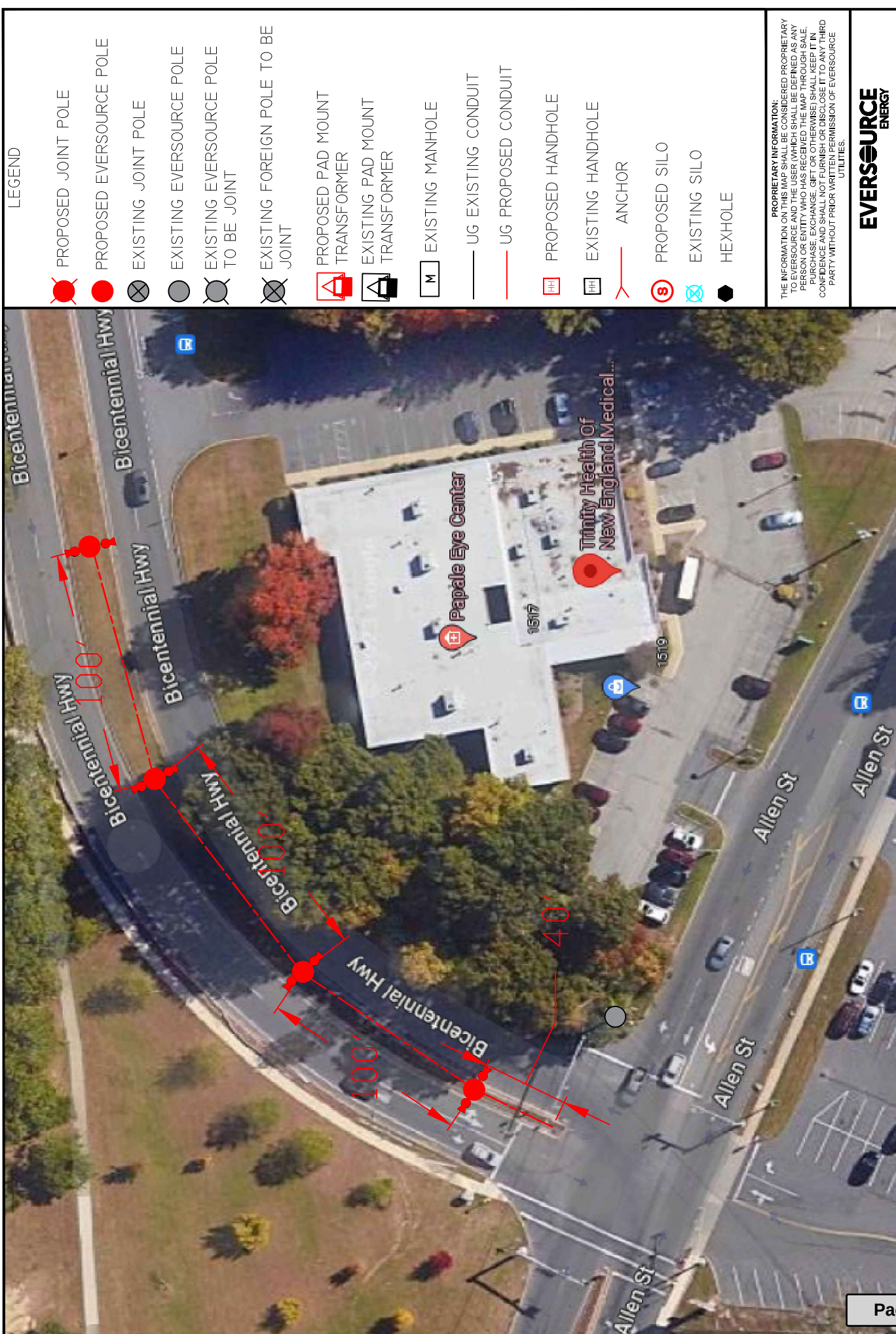
consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Bicentennial Highway came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hexhole covers will conform to and be compatible with the established street, tree belt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions outlined in the respective order are complied with.



PROPOSE AND DESCRIBE:

EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (4) 35' CLASS 2 FULLY OWNED POLES TO ADD STREET LIGHTS AT THE INTERSECTION OF BICENTENNIAL HIGHWAY. THIS POLE WILL BE LOCATED STARTING AT THE ALLEN ST - BICENTENNIAL HIGHWAY INTERSECTION. THE POLE LINE WITH START APPROXIMATELY 40' NORTH OF THE INTERSECTION AND THEN 100' BETWEEN THE PO

Attachment: 14979475 SKETCH (8056 : EVERSOURCE - Bicentennial Highway)

Packet Pg. 8

LEGEND

- PROPOSED JOINT POLE
- PROPOSED EVERSOURCE POLE
- EXISTING JOINT POLE
- EXISTING EVERSOURCE POLE
- EXISTING EVERSOURCE POLE TO BE JOINT
- EXISTING FOREIGN POLE TO BE JOINT
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING PAD MOUNT TRANSFORMER
- EXISTING MANHOLE
- UG EXISTING CONDUIT
- UG PROPOSED CONDUIT
- PROPOSED HANDHOLE
- EXISTING HANDHOLE
- ANCHOR
- PROPOSED SILO
- EXISTING SILO
- HEXHOLE

PROPRIETARY INFORMATION:
THE INFORMATION ON THIS MAP SHALL BE CONSIDERED PROPRIETARY TO EVERSOURCE AND THE USER (WHICH SHALL BE DEFINED AS ANY PERSON OR ENTITY WHO HAS RECEIVED THE MAP THROUGH SALE, PURCHASE, EXCHANGE, GIFT OR OTHERWISE) SHALL KEEP IT IN CONFIDENCE AND SHALL NOT FURNISH OR DISCLOSE IT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN PERMISSION OF EVERSOURCE UTILITIES.

EVERSOURCE ENERGY

PETITION PROPOSAL
BICENTENNIAL HIGHWAY
SPRINGFIELD

SCALE: NTS
DRAWN BY: J. FERRERO
CREATED: 10/3/2021

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

BICENTENNIAL HIGHWAY

EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (4) 35' CLASS 2 FULLY OWNED POLES TO ADD STREET LIGHTS AT THE END OF BICENTENNIAL HIGHWAY. THIS POLE WILL BE LOCATED STARTING AT THE ALLEN ST – BICENTENNIAL HIGHWAY INTERSECTION. THE POLE LINE WILL START APPROXIMATELY 40' NORTH OF THE INTERSECTION AND THEN 100' BETWEEN EACH POLE. THE POLES WILL BE CENTERED IN THE MEDIAN AND WILL EACH HAVE (2) 92W LED LUMINAIRES.

Drawing # 14979475

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By _____
Jason Ferrero, Technician
Jason.ferrero@eversource.com

Dated this 30th day of April 2024.

Attachment: 14979475 POLE PETITION (8056 : EVERSOURCE - Bicentennial Highway)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: May 15, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition Bicentennial Highway of Everesource Electric Company dated April 30, 2024, to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway. Starting at the Allen Street and Bicentennial Highway intersection the first pole line will start approximately 40' north of the intersection and then 100 feet between each pole. the pole will be centered in the median on Bicentennial Highway., and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for distributing purposes, reports thereon as follows:

Under Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on May 15, 2024, at 3:30 P.M. at #1515 Allen St, (Parking lot) Springfield, MA two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board considers the request necessary to improve visibility at night in the area. After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor

Attachment: BICENTENNIAL Report (8056 : EVERSOURCE - Bicentennial Highway)

and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

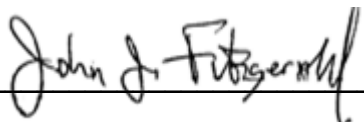
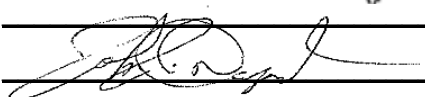
Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.


_____)
_____)

_____)

BOARD OF PUBLIC WORKS



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8048

3

CDBG Entitlement Grant - No Match - \$3,740,488.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Community Development Block Grant (CDBG) Entitlement Grant" of \$3,740,488.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to develop viable urban communities by providing decent housing and suitable living environments and by expanding economic opportunities, principally for low and moderate-income person; and

WHEREAS, the Department intends to use the grant funds for public service, infrastructure, business assistance, housing, and neighborhood improvements.

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

CDBG Entitlement Grant - \$3,740,488.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/22/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) 6536

Name and Title of Person to Contact in Case of Questions Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **63124**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

X State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **Community Development Block Grant (CDBG) Entitlement Grant**

Total Grant Amount Awarded: **\$3,740,488.00**

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Annual Grant to develop viable urban communities by providing a decent housing and suitable living environment, as well as expanding economic opportunities principally for low and moderate income persons. The grant funds public service, infrastructure, business assistance, housing, and neighborhood improvements.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.218**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 63124

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham
Signature

5/24/24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8050

4

HOME Entitlement Grant - No Match - \$1,502,181.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "HOME Investment Partnerships Program (HOME) Entitlement Grant" of \$1,502,181.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to assist states and local governments to fund a wide range of activities including building, buying and/or rehabilitating affordable housing for rent or homeownership or providing direct assistance to individuals who were homeless; and

WHEREAS, the Department intends to use the grant funds to provide funds to first-time homeowners (down payment assistance), tenant-based rental assistance, project based homeownership and rehab owner and rental properties; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

HOME Grant Program - \$1,502,181.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	5/22/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6536
Name and Title of Person to Contact in Case of Questions	Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **63024**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:
 State – Highway
 Federal Pass-Through DOE– School
 Federal Direct– School
 X Federal – City
 State DOE– School
 State Other – School
 State – City
 Private/Other

Grant Name: **HOME Entitlement Grant**

Total Grant Amount Awarded: **\$1,502,181.00**

Attachment: FY25 HOME Grant Setup Form (8050 : HOME Entitlement Grant - No Match - \$1,502,181.00)

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Federal program designed to assist state and local governments to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct assistance to individuals for housing.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.239**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.

(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 63024

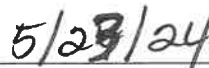
Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.



Signature



Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8051

5

HOPWA Entitlement Grant - No Match - \$827,431.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Housing Opportunities for Persons With Aids (HOPWA) Entitlement Grant" of \$827,431.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to meet the housing needs of persons living with HIV/AIDS and families of such persons. The grant funds supportive services and rental payments for these individuals and families; and

WHEREAS, the Department intends to use the grant funds for the above purpose; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

HOPWA Entitlement Grant - No Match - \$827,431.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/22/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) 6536

Name and Title of Person to Contact in Case of Questions Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **66624**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **HOPWA Entitlement Grant**

Total Grant Amount Awarded: **\$827,431.00**

Attachment: FY25 HOPWA Grant Setup Form (8051 : HOPWA Entitlement Grant - No Match - \$827,431.00)

Is this a Reimbursable Grant?

(Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

The HOPWA grant provides supportive services and housing for persons with AIDS.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.241**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 66624

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham
Signature

5/23/24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8049

6

ESG Entitlement Grant - No Match Required - \$329,785.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Emergency Solutions Grant (ESG) Entitlement Grant" of \$329,785.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, the Department intends to use the grant funds for shelter operations, homeless prevention services and rapid re-housing rental payments; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

ESG Entitlement Grant - No Match Required - \$329,785.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/22/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) 6536

Name and Title of Person to Contact in Case of Questions Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **64424**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) **N** If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **ESG Entitlement Grant**

Total Grant Amount Awarded: **\$329,785.00**

Attachment: FY25 ESG Grant Setup Form (8049 : ESG Entitlement Grant - No Match Required- \$329,785.00)

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

The ESG grant provides funding for homeless persons and homeless shelter operations.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.231**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.

(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 64424

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham

Signature

5/24/24

Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8060

7

Fire Emergency Management Performance Grant Increase - \$4,000 - No Match Required (Mayor Sarno)

WHEREAS, the Springfield Fire Department has been awarded an increase of \$4,000.00, bringing the total award to \$96,735.50, for the "Emergency Management Performance Grant" from the Massachusetts Emergency Management Agency ("MEMA"); and

WHEREAS, the purpose of the grant is to support the City of Springfield's Office of Emergency Preparedness ("OEP") in preparing for potential emergency hazardous situations and events; and

WHEREAS, the Department intends to use the grant funds for supplies and equipment to aid in it's response time and safety across the City of Springfield; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Emergency Management Performance Grant Increase - \$4,000.00

Oyola, Gladys

From: Borecki, Darcy
Sent: Tuesday, May 21, 2024 9:03 AM
To: Hand, Erin
Subject: FW: [External] 23EMPG Springfield contract award error

Hi Erin,

I received the below email regarding our EMPG contract award. Beth Gokey informed me that because of the increase, this will have to go before City Council for reapproval. Can you please add this to the agenda?

Thank you!

Respectfully,

Darcy Borecki

Administrative Analyst
 Springfield Fire Department
 605 Worthington Street
 Springfield, MA 01105
 Phone: 413.750.2422
 Fax: 413.787.6432

From: Gifford, Lorri D (CDA) <Lorri.D.Gifford@mass.gov>
Sent: Tuesday, May 21, 2024 8:25 AM
To: Borecki, Darcy <DBorecki@springfieldcityhall.com>; Denson, Tyrone <TDenson@springfieldcityhall.com>
Cc: Flebotte, Scott L (CDA) <Scott.L.Flebotte@mass.gov>
Subject: [External] 23EMPG Springfield contract award error

Hi Darci and Chief,

We received your original signed contract and notice that I made an error on the contract award amount. Your 23EMPG award, as listed in the NOFO, is \$92,735.50 and I entered \$96,735.50 on the contract in error. This is a total of \$4,000 over your original award.

Due to all my delays in getting your project approved, we will not be sending an amendment to reduce your award so you will be able to spend the additional funds this year only.

Thank you for your patience, please let me know if you have any questions.

Lorri Gifford

Emergency Management Grants Unit Supervisor
 Massachusetts Emergency Management Agency
 400 Worcester Road
 Framingham, MA 01702
 Desk: 508.820.2004
 Cell: 508.380.8816
Lorri.d.Gifford@mass.gov

If you have difficulty understanding English, you may, free of charge, request language assistance services by sending an email to Sara Parmenter, ADA Coordinator at Sara.L.Parmenter@mass.gov or call 508-820-2060.

Reasonable accommodations for people with disabilities are also available upon request, including accommodations for special dietary needs when food is provided. To request an accommodation, please include a description of the accommodation you will need, including as much detail as you can provide. Please also include a way we can contact you if we need more information. Please provide at least two weeks (14 days) advanced notice for language assistance and/or a reasonable accommodation. Last minute requests will be accepted but may be impossible to fill. Send an e-mail to Sara Parmenter, ADA Coordinator at Sara.L.Parmenter@mass.gov or call 508-820-2060.

CAUTION: This email originated outside our organization; please use caution.

Attachment: 23EMPG Springfield contract award increase email from MEMA (8060 : Fire Emergency Management Performance Grant Increase -

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



7.b

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): SPRINGFIELD, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103-1699		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Tyrone Denson	Phone:	Billing Address (if different): same	
E-Mail: tdenson@springfieldcityhall.com		Contract Manager: EM Grants Unit	Desk #:508-820-1407
Contractor Vendor Code: VC6000192140		E-Mail: EM.Grants@mass.gov	Desk #: 508-561-0449
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY24EMPG2300000SPRIN	
		RFR/Procurement or Other ID Number: FFY2023EMPG	
X_ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior to</i> Amendment: _____. Enter Amendment Amount: _____. AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$96,735.50			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements. Funding breakout SF24 \$735.50 / SF25 \$92,000.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of ____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☒ 3. were incurred as of <u>April 26, 2024</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:_____. Date:_____. Print Name / Title:_____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:_____. Date:_____. Print Name / Title: Randall Lui, CFO	

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on [dhs.gov](https://www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions) at www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – NonConstruction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.
DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to

their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Commonwealth of Massachusetts
Terms and Conditions**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The "Contractor" or "Subrecipient" is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency ("Department"), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient's scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices.
2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8053

8

Donation - Police Superintendent Akers (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded an anonymous donation total of \$5,000.00 for Superintendent Akers; and

WHEREAS, the funds provided by the donor are designated for the purpose for where Superintendent Akers sees fit; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

Police Department Donation - \$5,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

X BerkshireBank

Life is exciting. Let us help.

P.O. Box 1308, Pittsfield, MA 01202-1308

Longmeadow
Longmeadow, MA 01106
1316
E092702**CASHIERS CHECK**

2118-7169/21

CHECK NO. 1316009570

DATE 05/21/2024



AMOUNT *****\$5,000.00

■ Five Thousand and 00/100ths Dollars***

DOLLAR

Pay to the ***Superintendent Akers/ Springfield Police***
Order of

TWO SIGNATURES REQUIRED OVER \$10,000

AUTHORIZED SIGNATURE

Donation / Anonymous / Superintendent discretion,
29122100-483000

⑈ 1316009570 ⑈ ⑆ 211871691 ⑆ 22300540 ⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Attachment: Donation 5-28-24 (8053 : Donation - Police Superintendent Akers)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8059

9

FY24 Libraries Cash Donations - \$435.92 (Mayor Sarno)

WHEREAS, the Springfield City Library Department has been awarded donations totaling \$435.92 from various individuals; and

WHEREAS, the funds provided by the donors were designated to the Springfield City Library donations account; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in "Libraries Cash Donations"; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

FY24 Libraries Cash Donations - \$435.92

From: [Jackson, Aieshya](#)
To: [Berardi, Gianna](#)
Cc: [Malone, Sacoy](#)
Subject: [External] RE: Financial Order needed
Date: Friday, May 10, 2024 11:30:44 AM

\$435.92

Aieshya Jackson, Business Manager
 Springfield City Library – All Yours, Just Ask
 220 State Street
 Springfield, MA 01103
 413-263-6828, ext. 290
ajackson@springfieldlibrary.org

Connect with us!

www.facebook.com/springfieldcitylibrary

www.twitter.com/SpfldMassLib

www.instagram.com/spfldmasslib/

www.springfieldlibrary.org

From: Jackson, Aieshya
Sent: Friday, May 10, 2024 11:29 AM
To: Berardi, Gianna (GBerardi@springfieldcityhall.com) <GBerardi@springfieldcityhall.com>
Cc: 'Malone, Sacoy' <SMalone@springfieldcityhall.com>
Subject: Financial Order needed

Hi Gianna, the library received a cash donation for \$435. There is no specification as to who it is from or what it should be spent on. We will deposit it into our donations account. Are you able to add this to the next meeting?

Thank you,
 Aieshya

Aieshya Jackson, Business Manager
 Springfield City Library – All Yours, Just Ask
 220 State Street
 Springfield, MA 01103
 413-263-6828, ext. 290
ajackson@springfieldlibrary.org

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www.instagram.com/spfldmasslib/

www.springfieldlibrary.org

CAUTION: This email originated outside our organization; please use caution.

Attachment: Library Cash Donation \$435.00 (8059 : FY24 Libraries Cash Donations - \$435.92)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8058

10

Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED WITH THE PURCHASE OF TWO (2) FIRE APPARATUS

WHEREAS, the City of Springfield (“the City”) is requesting approval of an appropriation in the amount of \$3,290,000.00 for the purchase of two (2) fire apparatus for the Springfield Fire Department (“SFD”). The purchase of new vehicles is necessary to continue the provision of public safety and to improve, and contribute to, the quality of life for the citizens of the City of Springfield by protecting, serving, and working with the community; and

WHEREAS, the purchase of two (2) fire apparatus will replace a portion of the SFD’s aging fleet, protect fire personnel safety, save money on repair costs, and reduce the amount of time vehicles will spend out of service; and after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation and borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED: That the City hereby appropriates the sum of \$3,290,000.00 to pay costs of purchasing two (2) apparatus for the Springfield Fire Department, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the “Commonwealth”) to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 Council meeting, which authorizes the City to pay \$3,290,000.00 for the purchase of two fire apparatus for the Springfield Fire Department (“SFD”).

Background: The purchase of the new fire apparatus is necessary to continue the provision of public safety and to improve, and contribute to, the quality of life for the citizens of the City of Springfield by protecting, serving, and working with the community. The vehicles to be purchased will replace a portion of the SFD’s aging fleet. These replacements will save money on repair costs and reduce the amount of time vehicles will out of service.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Cert - Bond Auth - Purchase of Fire Apparatus (8058 : Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8057

11

Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY24), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$1,478,065.72 from various Finance - Pay-Go Capital accounts, to various Finance - Pay-Go Capital accounts in a multi-year fund, in order to carry forward funding into the next fiscal year for purposes of keeping the funding available for projects, and;

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$1,478,065.72 from Finance - Various, to Pay-Go Finance - Various, in order to carry forward funding in the next fiscal year for purposes of keeping the funding available for projects currently in progress and meet the expenses of the City of Springfield for Fiscal Year 2025.

01133-580600	1,027,343.37	34161330-580600
01133-584000-GPP23	53,014.90	34161330-584000-GPP23
01133-584000-GCPUM	102,251.14	34161330-584000-GCPUM
01133-580700-FDVEH	210,022.99	34161330-580700-FDVEH
01133-580400-SHBRP	40,000.00	34161330-580400-SHBRP
01133-580400-PDDPW	4,433.32	34161330-580400-PDDPW
01133-580400-PDLCK	41,000.00	34161330-580400-PDLCK
Total	1,478,065.72	

FINANCIAL IMPACT:

Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting, which authorizes the transfer of \$1,478,065.72 for current projects funded through Pay-As-You-Go (“Pay-Go”) Capital.

Background: This request is for the appropriation of funds totaling \$1,478,065.72 from the capital accounts shown in the table below. This carry forward funding will ensure that money is available for these projects in FY25.

Transfer From	Balance	Transfer To	Project
01133-580600	1,027,343.37	34161330-580600	General Fund to Multi-Year
01133-584000-GPP23	53,014.90	34161330-584000-GPP23	Greenleaf Park
01133-584000-GCPUM	102,251.14	34161330-584000-GCPUM	Fuel Pumps for Golf Courses
01133-580700-FDVEH	210,022.99	34161330-580700-FDVEH	Fire Department Vehicles
01133-580400-SHBRP	40,000.00	34161330-580400-SHBRP	Symphony Hall Repairs
01133-580400-PDDPW	4,433.32	34161330-580400-PDDPW	Police Department Tapley Mini Splits
01133-580400-PDLCK	41,000.00	34161330-580400-PDLCK	Police Department Women's Locker Room
Total	1,478,065.72		

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8054

12

Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY24), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$25,000 from the Comptroller - Reserve for Contingency line item to the Office of Procurement: Advertising line in order to fund the projected deficit; and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$25,000 from the Comptroller Reserve for Contingency line into the Office of Procurement Advertising line item to meet the expenses of the City of Springfield for Fiscal Year 2024.

From: Comptroller - Reserve for Contingencies

01135-578200 - \$25,000

To: Office of Procurement - Advertising

01138-534300 - \$25,000

FINANCIAL IMPACT:

Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Domenic J. Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting that requests a transfer in the sum of \$25,000 from the Reserve for Contingencies Account to the Office of Procurement – Advertising Account.

Background: The transfer of \$25,000 will be utilized to cover the required advertising expenses associated with the upcoming bids that need to be advertised before June 30th, 2024.

Department	Account#	Account Description	Transfer Out	Transfer In
Comptroller	01135-578200	Reserve For Contingency	\$ 25,000.00	
Procurement	01138-534300	Advertising		\$ 25,000.00
TOTAL			\$ 25,000.00	\$ 25,000.00

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Cert - Procurement Advertising Transfer (8054 : Transfer from Reserve for Contingencies to the Office of Procurement -



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8061

13

Collective Bargaining Agreement Ratification - National Association of Government Employees (NAGE) Local 1-021 (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the representative of the National Association of Government Employees - Local 1-021 (NAGE 1-021), that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2025 to June 30, 2027 with the City of Springfield; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes a pay plan change effective upon ratification; and

WHEREAS, the Agreement includes wage increases effective July 1, 2025 of two percent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2026 of two percent (2%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the National Association of Government Employees Union 1-021 (NAGE 1-021) and the terms thereof, as described in the attached documents, for the time period of July 1, 2025 through June 30, 2027.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – 06/03/2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting, which requests the ratification of the current agreement between the City of Springfield and the National Association of Government Employees (“NAGE”) Local 1-021 Building Inspectors.

Background: The new agreement includes an extension of the bargaining agreement that is set to expire on June 30, 2025, and contains the following wage increases:

FY26 (7-1-25 to 6-30-26)	2.0%
FY27 (7-1-26 to 6-30-27)	2.0%

In addition, the agreement will update the FY24 and FY25 salary schedules effective upon ratification. The City will need to fund the salary rates agreed upon under this new agreement. If an analysis of the Personal Services budget of the Departments that are affected determines that sufficient funds do not exist in the current year budget or next year budget to absorb this increase, the Mayor will sponsor an additional order to have these funds transferred into the Departments’ Personal Services budgets.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

**Human Resources
&
Labor Relations**
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



**THE CITY OF
SPRINGFIELD, MASSACHUSETTS**

May 17, 2024

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **National Association of Government Employees, Local 1-021 Building Inspectors ("NAGE")**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2025 to June 30, 2027 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which reflects the following wage increases in **NAGE Local 1-021's wage scale**.

Wage Increases:

Effective July 1, 2025 Two Percent (2.0%)

Effective July 1, 2026 Two Percent (2.0%)

Additionally:

- The parties agree to the new pay plan effective upon City Council ratification in 2024. This is a 40 hour per week pay plan. If the Employer reverts back to a 37.5 hour work week these rates of pay shall be reduced by 6.7%. Further, the 2% COLA for FY 25 has not changed.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing her opinion relative to the financial impact of the agreement on the existing level of municipal services.

If you have any other questions, please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: Cathy Buono, CAFO
cc: File

MEMORANDUM OF AGREEMENT

AND

TENTATIVE AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, MA

AND

NAGE LOCAL 1-021 BUILDING INSPECTORS

The above named parties are parties to a 2022-2025 collective bargaining agreement. As the City and the Union recognize the need to provide Inspectional Services beyond the capacity of the current work force compliment they hereby agree as follows:

1. Appendix A The parties agree to the new pay plan effective upon City Council ratification in 2024. This is a 40 hour per week pay plan. If the Employer reverts back to a 37.5 hour work week these rates of pay shall be reduced by 6.7%."

Effective upon ratification							
Inspector	Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1394.62		1522.56		1650.50
	Annually		72,520.41		79,173.25		85,826.08
Senior Inspector	Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1505.08		1637.32		1769.57
	Annually		78,264.50		85,141.11		92,017.72

Effective July 01, 2024							
Inspector	2% Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1422.51		1553.01		1683.51
	Annually		73,970.81		80,756.71		87,542.60
Senior Inspector	2% Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1535.18		1670.07		1804.96
	Annually		79,829.79		86,843.93		93,858.07

3. A new contract for FY 26 and 27 is hereby agreed to.
4. Effective July 1, 2025 increase wages by 2%.
5. Effective July 1, 2026 increase wages by 2%.
6. New contract duration: July 1, 2025-June 30, 2027.

By their signatures below the parties bind their respective organizations.

WILL E. MARY
FOR THE CITY

5-13-24
DATE

W. Shawn Kearney N.A.G.E.
FOR THE UNION

05/10/2024
DATE



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8044

14

Springfield Community Choice Power Supply Aggregation Plan (Mayor Sarno)

WHEREAS, The Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry, including in Section 134 the enabling of municipal aggregation; and

WHEREAS, Municipal Aggregation is a Massachusetts process that allows local communities to assume the responsibility of contracting the supply source of electricity that flows to rate payers in their municipality; and

WHEREAS, local control allows the municipality to prioritize longer-term energy agreements to stabilize the supply side of electricity rates for rate payers in the community and to negotiate the amount of renewable energy sources that are being supported through the contract; and

WHEREAS, Springfield has committed to reducing greenhouse gas emissions and improving energy efficiency and energy equity through the adoption of the Springfield Climate Action and Resilience Plan in 2017; and

WHEREAS, the residents and businesses of Springfield have substantial economic, environmental and social interests at stake; and

WHEREAS, the City of Springfield's Aggregation Plan was available for public review and comment from April 24, 2024 to May 31, 2024 and all comments were collected; and

WHEREAS, the City is required to file the plan to the Department of Energy Resources and Department of Public Utilities for review and approval before selecting a supplier;

NOW, THEREFORE BE IT ORDERED that the Springfield City Council hereby approves City's Community Choice Power Supply Program Aggregation Plan.

City of Springfield Community Choice Power Supply Program Aggregation Plan



CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY
COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The City of Springfield (“City”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the City’s Plan. The Plan has been developed in consultation with a municipal aggregation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of the Community Choice Power Supply Program, previously publicized as the Green Municipal Aggregation Program, is to allow the City to procure competitive electric supply on behalf of residents and businesses to provide cost savings and price stability. It seeks to aggregate consumers in the City to negotiate rates for power supply by bringing together the buying power of more than 155,000 consumers. Furthermore, the City seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured in support of the City’s Climate Action and Resilience Plan. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Vote on Plan by City Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Mayor
- 1.9 Notification of Enrollment for Eligible Consumers¹
- 1.10 Beginning of Opt-Out Period (37 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

¹ The term “eligible consumers” is equivalent in meaning to “eligible customers” as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017). This includes (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

2 SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The City offers one program to achieve its goals: Springfield's Community Choice Power Supply Program ("Program").

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts, however, savings cannot be guaranteed. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the City develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the City's Consultant, it must be submitted to the Mayor for approval. And lastly, eligible consumers will be automatically enrolled in the Program unless they exercise their right to opt-out. Eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the City's Program. No eligible consumer is required to receive service under the City's contract. [See Section 5.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The City's government is composed of a Mayor and a thirteen person City Council. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in November.

The City Council is composed of thirteen members elected for two year terms. Regular meetings are held on the first and third Monday evenings of each month at 7:00 P.M. at City Hall, unless otherwise ordered by the City Council President. They may also hold other meetings from time to time. The Mayor acts as the City's Chief Executive and the City Council as the Legislative Body, both responsible for the general welfare of the community. Specific powers and responsibilities of the City Council are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the City's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the City Council who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the City's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the City may participate in the City's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly WMECo). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the City may also communicate directly with the Competitive Supplier or the Consultant retained by the City to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the City Council.

2.2.2 Level Two: Mayor

Based upon their existing authority or authority provided by voters at City elections, the Mayor may act on program and policy issues and contract recommendations. The Mayor may review and submit a plan to City Council for approval. In addition, they may provide instructions to the City's Consultant regarding specific policy or program decisions to be made under the Program.

2.2.3 Level Three: City Council

Based upon its existing authority or authority provided by voters at City elections, the City Council may approve of a plan proposed by the Mayor. It may also raise issues directed to it by consumers for the City to address.

2.2.4 Level Four: Consultant

As the City's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the City through the Mayor. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Mayor. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the City and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Mayor, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out; and
- provide full public accountability to participating consumers.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the City's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The City intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports,

as directed, and routine updates and attendance at meetings with the Mayor and City Council.

The Program has been developed on behalf of the City by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Mayor and City Council. The terms and conditions of any contract may be subject to review by the City Solicitor, as well as by any outside legal counsel which may be selected by the City, and may be further subject to the City Solicitor's approval as to legal form.

3 PRODUCT OFFERINGS

The City will solicit bids for power supply from Competitive Suppliers that (1) meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation and (2) provide additional Renewable Energy Certificates (RECs). The City may seek RECs, at varying percentages, from a variety of both local and national renewable sources, including but not limited to wind, solar, hydro and geothermal power.

The City will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The City will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

3.1 STANDARD PRODUCT

All eligible consumers will be enrolled in the City's standard product unless they affirmatively opt-out of the Program. The City's standard product may incorporate RECs beyond the required minimum Massachusetts RPS obligation. The City will evaluate bids and select a standard product that addresses the City's objectives with respect to price and renewable energy content at the time of such decision.

3.2 OPTIONAL PRODUCT

The City may also offer one or more optional products. Eligible consumers will only be enrolled in a City's optional product if they affirmatively select it. The City's optional products may, but shall not be required to, incorporate RECs beyond the required minimum Massachusetts RPS obligation. Products with a higher percentage of renewable energy are typically available at an additional incremental cost and will provide consumers with alternative choices in terms of the balance of price and environmental benefit.

4 FUNDING

Initial funding for the City's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh fee that will be paid by the Competitive Supplier to the Consultant ("Consultant Fee"). The Consultant Fee will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

5 ACTIVATION AND TERMINATION

5.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the City, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Mayor
- c) Signing of ESA by Mayor
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

5.1.1 Approval of Plan by Department

The City, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

5.1.2 Acceptance of ESAs by Mayor

All contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the Mayor. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

5.1.3 Signing of ESA by Mayor

With the signing of the contract by the Mayor, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the City, except for those eligible consumers who affirmatively opt-out of the Program.

5.1.4 Consumer Education and Notification of Enrollment for Eligible Consumers

The City has developed an Education and Outreach Plan (“Education Plan”) describing the outreach strategies and efforts it will undertake to inform eligible consumers about the Program and their right to opt-out. The City’s Education Plan is available on the Program website (<https://colonialpowergroup.com/springfield/>).

Following approval of the contract by the City, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will provide the Competitive Supplier and the Consultant with a list of eligible consumers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that only eligible consumers are enrolled. Only current eligible consumers will be sent opt-out notices. The City may also generally notify all consumers receiving competitive service of their eligibility to receive power from the City’s Competitive Supplier. In doing so, the City will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the City’s Program during a competitive supply contract term. No later than ten days prior to the date of issuance, the City shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the City’s Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an “enroll customer” transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the City;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in City Hall and on City’s website.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the City's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process;
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier; and
- inform eligible consumers that savings cannot be guaranteed.

When a new eligible consumer first moves to the City, the eligible consumer will not be assigned to the City's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the City by the requesting electronic transmittals on a quarterly basis from Eversource, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between City and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare City eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	Consultant and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 21	Eligible consumers receive opt-out notice; opt-out period begins
Day 21-51	Eligible consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with Eversource
Day 51	Deadline for eligible consumers to postmark opt-out reply card to avoid automatic enrollment
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Earliest date Competitive Supplier can send EDI enrollments for participating consumers

The timing of enrollments will ensure that eligible consumers have a full 30 days to opt-out, plus an additional six days to account for mailing (i.e. three days for the opt-out notice to be delivered to the eligible consumer and three days for the opt-out reply card to be delivered to the Competitive Supplier through the mail). Accordingly, the opt-out period ends 36 days after mailing the opt-out notice. Participating consumers are enrolled with the Competitive Supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 37 days after mailing the opt-out notice and two full business days before the meter read. An eligible consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable.

Our Consultant's experience with previous aggregation programs suggests that the City, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, as amended or superseded from time to time.

5.1.5 Notification of Eversource

Along with notification of eligible consumers, the City shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the City notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

5.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource's Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read date. Pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, participating residential consumers will be transferred to Eversource's Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to

Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the City and the Competitive Supplier and included in the terms of the contract presented to the City Council, the Mayor, and made part of the public information offered to each eligible consumer. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to re-enroll will be enrolled pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, as amended or superseded from time to time. [See Section 8 for further information.]

5.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017).
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

5.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Mayor and City Council to dissolve the Program.

Each participating consumer receiving service under the City's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

6 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The City's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the City's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Mayor is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The City will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The City will notify Eversource of the planned termination or extension of the Program. In particular, the City will provide Eversource notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

With respect to a planned termination of the Program, the City will also notify the Director of the Department's Consumer Division at the same time it notifies Eversource (i.e., 90 days prior). Such notification to the Department will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's termination and return of participating consumers to Eversource's Basic Service.

7 RATE SETTING, COSTS, AND BILLING

The City will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

7.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the City, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 7.3 for an example of a typical residential bill.]

The focus of the City, as noted above, will be acquisition of competitive prices and terms for power supply, however, savings cannot be guaranteed. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

Any applicable taxes will be billed as part of the Program's power supply charge. Participating consumers are responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation to the Competitive Supplier.

The City will ensure participating consumers are alerted to any changes in Program price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: a direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), the City's website and the Program website; press releases and local cable television shows; and presentations to the City Council. In addition, notices will be placed in newspapers, in City Hall and in public buildings (i.e. library, Senior Center, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s)(including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program's standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative

product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program's standard product.

If there is a change in law² that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the City will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the City will notify participating consumers of the change in price as described above.

Additionally, the City will notify the Director of the Department's Consumer Division prior to the implementation of any change in the Program price related to a change in law (e.g., regulatory event or new taxes). Such notification to the Department will occur no less than ten days prior to the City notifying participating consumers and will include copies of the mailed notice, all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's change in price.

In the event an ESA is terminated as the result of a dispute over a change in law, the City will follow the procedures for termination of the Program. [See Section 5.2 and Section 6 for detailed information on the termination process.]

7.2 COSTS

The Program funding will be derived from a \$0.001 per kWh Consultant Fee payable by the Competitive Supplier to the Consultant.

In addition, the City may fund personnel costs associated with a Sustainability Coordinator position(s) to support the operation of its Aggregation Program, through an Operational Adder equivalent of up to \$0.001 per kWh, payable by the Competitive Supplier to the City.

7.3 BILLING

Participating consumer billing under the City's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

² The term "change in law" defines the terms "Regulatory Event" and "New Taxes" as those terms are used in Article 17 of the ESA.

The typical residential “complete bill” for use of 600 kWh shows the following charges for Eversource’s Basic Service in January 2023:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	\$0.21991	\$ 131.95
Total Supplier Services		\$ 131.95
Delivery Services Detail (Rate: R1 Residential)		
Customer Charge		\$ 10.00
Distribution Energy Charge	\$0.05243	\$ 31.46
Transition Charge	(\$0.00411)	(\$ 2.47)
Transmission Charge	\$0.03812	\$ 22.87
Residential Assistance Adjustment Clause	\$0.01376	\$ 8.26
Pension/PBOP Adjustment Mechanism	(\$0.00091)	(\$ 0.55)
Basic Service Cost Adjustment	\$0.00318	\$ 1.91
Net Metering Recovery Surcharge	\$0.00750	\$ 4.50
Solar Program Cost Adjustment	(\$0.00005)	(\$ 0.03)
Renewable Energy Charge	\$0.00050	\$ 0.30
Energy Efficiency Program Charge	\$0.02233	\$ 13.40
Attorney General Consultant Expense	\$0.00003	\$ 0.02
Storm Recovery Reserve Cost Adjustment	\$0.00312	\$ 1.87
Exogenous Cost Adjustment	\$0.00100	\$ 0.60
Revenue Decoupling Adjustment	\$0.00304	\$ 1.82
Long-Term Renewable Contract Adjustment	(\$0.00306)	(\$ 1.84)
Vegetation Management Charge	\$0.00140	\$ 0.84
Solar Expansion Cost Recovery Charge	(\$0.00039)	(\$ 0.23)
Grid Modernization Factor Charge	\$0.00186	\$ 1.12
Tax Act Credit Factor Charge	(\$0.00161)	(\$ 0.97)
Distributed Solar Charge	\$0.00469	\$ 2.81
Advanced Meter Infrastructure Charge	\$0.00318	\$ 1.91
Total Delivery Services		\$ 97.61
Average Bill Total		\$ 229.56

Sources:

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-delivery-rates>

Accessed: January 1, 2023

8 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the City’s Program this will mean that all existing consumers within the borders of the City and all new consumers in the City shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the City’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the City’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the City shall be transferred to the Program unless they have affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New eligible consumers shall be enrolled in the Program unless they have affirmatively opted-out of the Program. New eligible consumers will retain the right to opt-out any time after the commencement of Program service.

Eligible consumers who have previously opted out of the Program, with the exception of large industrial consumers, may request that they be re-enrolled in the Program. The City’s Competitive Supplier will re-enroll such eligible consumers at the then-current Program rate.

Consumers being served under competitive service, with the exception of large industrial consumers, may affirmatively opt-in and request that they be enrolled in the Program. The City's Competitive Supplier will enroll such consumers at the then-current Program rate.

Large industrial consumers who have previously opted out of the Program or are being served under competitive supply may request to join the Program. Given the high monthly usage of such consumers, enrollment may be at the then-current market price.

The enrollment procedures are summarized as follows:

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	- Will be mailed an opt-out notice with a respond by date - Will be automatically enrolled unless they exercise their right to opt-out - Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice			
New Eligible Consumers after Program Launch	- Will be initially placed on Basic Service - Will be mailed an opt-out notice with a respond by date - Will be automatically enrolled unless they exercise their right to opt-out - Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice - May request enrollment at any time after becoming eligible			May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	May request re-enrollment at any time			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	May request enrollment at any time			

The pricing procedures are summarized as follows:

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	Program rate for standard product			
New Eligible Consumers after Program Launch	Program rate for standard product			Then-current market price for product selected

Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• Program rate for product selected	• Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• Program rate for product selected	• Then-current market price for product selected

9 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the City's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. Rather, rate classifications that are similarly situated will be treated equitably. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

10 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource's regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the City.

11 INFORMATION DISCLOSURE

The City will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the City has requested a waiver from the

requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means, including press releases, postings at City Hall, and postings on the City's website and the Program website. Based upon information available to it, the City and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

12 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

12.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the City's Program.

12.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

13 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

13.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits. However, savings cannot be guaranteed.

13.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Mayor and City Council.

13.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

14 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The City shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM

EDUCATION AND OUTREACH PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

1 OVERVIEW AND PURPOSE

M.G.L. c. 164, § 134(a) requires that municipal aggregators “fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty.”

The Education and Outreach Plan (“Education Plan”) component of the City of Springfield’s (“City”) Community Choice Power Supply Program (“Program”), previously publicized as the Green Municipal Aggregation Program, is two-pronged. The first is general education through which the City, with the assistance of its municipal aggregation consultant, will provide information to eligible consumers by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

The purpose of the City’s Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

- a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
- b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key 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 City, its Competitive Supplier, and its initial municipal aggregation consultant, Colonial Power Group, Inc. (CPG). 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 release;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

1.1.2 Media Outreach

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

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

Sample Media List:

- a) The Republican
- b) The Reminder
- c) MassLive.com
- d) WGGB
- e) WWLP
- f) Local Cable TV – Channels 12, 15 and 17 Focus Springfield Community Access TV
- g) New England Public Media
- h) Local Radio Stations – Rock102, WAMC, WHYN, WMAS

1.1.3 Notices and Public Postings

Notices in newspapers and in City Hall 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. central and branch libraries, Senior Center, community centers, neighborhood councils and civic associations, 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

CPG 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. CPG’s customer service center has the capability to provide interpretation services for more than 200 different languages.

1.1.5 Website

All information regarding the Program will be posted on the Program website maintained by the municipal aggregation consultant (<https://colonialpowergroup.com/springfield/>), which is linked to the City’s website.

The Program website will note if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder. The Program website will have links to Eversource Energy, formerly WMECo (“Local Distributor”), the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (“Department”), and the City’s Competitive Supplier.

The Program website may include a Frequently Asked Questions document (FAQs) developed by CPG that will lay out anticipated questions and responses in plain language that is easily understandable by the general public. This document will be updated as needed based on questions received by the City and CPG.

At a minimum, the City will provide basic information about the Program in a prominent location on its website with the appropriate links to the Program website. All of the City’s Program documents (including the Department-approved Aggregation Plan, Education Plan, opt-

out notification and executed Electric Service Agreement) and education materials will remain available and updated on the Program website.

1.1.6 Translation Services

CPG's website is equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The City will retain any additional translation services as it determines to be necessary or appropriate for eligible consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well".

1.1.7 Public Presentations

CPG will provide a minimum of three (3) city-wide, in-person, public presentations that are open and available to the general public. Presentations will be held at night and/or on weekends to ensure maximum public participation. Presentations will be conducted in varied geographic locations throughout the City in publicly available spaces that are handicapped accessible and on public transportation routes. Locations, times and dates will be determined in collaboration with relevant city officials.

CPG will attend public presentations to the City Council, including any necessary sub-committee presentations and any presentations to the City Council as a whole.

CPG will provide public presentations to any interested community group. The City will seek to identify and potentially work with appropriate community and neighborhood-based groups to assist with education and outreach efforts. The City will seek to leverage existing email lists and newsletters to ensure consumers are receiving accurate and timely information.

Sample Community Groups:

- a) Springfield Elder Affairs/Council on Aging
- b) Springfield Veteran Services
- c) Springfield Neighborhood Councils and Civic Associations
- d) Springfield Regional Chamber of Commerce
- e) Climate Justice Initiative through Livewell Springfield and the Public Health Institute of Western Massachusetts
- f) Springfield Food Policy Council through Gardening for the Community
- g) Livewell Springfield Coalition through the Public Health Institute of Western Massachusetts

1.1.8 Impaired Physical Capabilities

The City will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Information sessions will be held in accessible locations, typically City Hall, the Senior Center or the library. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or

otherwise visually impaired) will have the opportunity to request assistive technology ahead of any such public presentation. In the event that information sessions cannot be held in-person, the presentations will be held online and, as such, will be accessible to consumers with limited mobility.

The opt-out notification will include a separate Language Access Document which will provide instructions regarding how consumers can receive visual or audial assistance with Program information.

1.1.9 Information Disclosure

The City will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the City has requested a waiver from the requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means, including press releases, postings at City Hall, and postings on the City's website and the Program website. Based upon information available to it, the City and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

1.1.10 Ongoing Education and Outreach

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), City website and Program website; press releases and local cable television shows; and presentations to the City Council, to the general public at locations throughout the community, and to any interested community group (i.e. Elder Affairs/Council on Aging, etc.). In addition, notices will be placed in newspapers, in City Hall and in public buildings (i.e. central and branch libraries, Senior Center, community centers, neighborhood councils and civic associations, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s) (including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

To assist consumers with limited English proficiency and consumers who require visual or audial assistance, the City will leverage many of the same vehicles that were utilized prior to and during the launch of the Program, which will ensure participating consumers are alerted to any changes in Program price and product offering. CPG's website is equipped with translation services for more than 100 languages. CPG's customer service center has the capability to provide interpretation services for more than 200 different languages. The Language Access Document that accompanies the opt-out notification will include meaningful messaging translated into 26 languages as well as the MassRelay TTY phone number for both English- and Spanish-speaking consumers. Lastly, customer support will be available both verbally via CPG's toll-free telephone number and online via CPG's web form.

In the event the Program is terminated, the City will follow the procedures outlined in the Department-approved Aggregation Plan for notifying participating consumers, the Local Distributor and the Director of the Department's Consumer Division.

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 receiving 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:

- a) introduce and describe the Program and provide information regarding participation and rights;
- b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
- c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service, and that savings cannot be guaranteed;
- d) inform eligible consumers if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
- e) explain the opt-out process;
- f) inform eligible consumers if the City has chosen to offer an optional product and explain the opt-in process;
- g) include instructions for consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well" (i.e. toll-free telephone number), or require visual or audial assistance; and
- h) provide eligible consumers information on how to access any public informational resources and provide contact information for the call center and/or appropriate entity that eligible consumers can contact with questions.

The opt-out notification will also contain a product summary form and a reply 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 receipt of the mailing to postmark and return the opt-out reply card in the pre-addressed envelope provided. Program enrollments shall begin no sooner than 37 days after the mailing of the opt-out notification.

Upon initiation of service, new eligible consumers (i.e. consumers who move to City after Program initiation) will receive the same opt-out information as all other eligible consumers. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program's standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program's standard product.

1.2.2 Limited English Proficiency

The languages spoken by City residents who self-identify as speaking English "less than very well" is presented below. The table assumes a total population of 143,060.

Language	Speaks English "Less Than Very Well"	% of Total Population
Spanish	18,053	12.62%
French	116	0.08%
French Creole	204	0.14%
Italian	267	0.19%
Portuguese	262	0.18%
German	52	0.04%
Greek	12	0.01%
Scandinavian	71	0.05%
Greek	330	0.23%
Russian	184	0.13%
Other Slavic	28	0.02%
Persian	112	0.08%
Gujarati	12	0.01%

Hindi	13	0.01%
Urdu	24	0.02%
Other Indic	46	0.03%
Other Indo-Euro	61	0.04%
Chinese	288	0.20%
Japanese	9	0.01%
Cambodian	26	0.02%
Hmong	55	0.04%
Thai	11	0.01%
Laotian	15	0.01%
Vietnamese	1,074	0.75%
Other Asian	92	0.06%
Tagalog	38	0.03%
Other Pacific Island	7	0.00%
Arabic	92	0.06%
Hebrew	21	0.01%
African	221	0.15%
Other Unspecified	104	0.07%
Total	21,900	15.30%

Program: 2015 American Community Survey

Source:

<https://data.census.gov/table?q=b16001&g=060XX00US2501367000>

The opt-out notification will include a separate Language Access Document to ensure that the mailing is meaningful to all consumers with limited English proficiency and other language access needs. The required Language Access Document will translate the following text into 26 languages.

Important notice enclosed from City of Springfield about your electricity service.
Translate the notice immediately. Call the number or visit the website, above, for help.

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

- Day 0: Press conference held announcing the Program and introducing the Competitive Supplier
- Day 1: Customer service center (i.e. toll-free telephone number) opens
- Day 1: Press release issued on direct mail notification and start-up of the customer service center
- Day 1: Program information posted on the following websites: CPG, City, and Competitive Supplier
- Day 1-7: Postings placed in public buildings
- Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights
- Day 1-40: Media interviews conducted with Program representatives, as needed
- Day 10: Direct mail notification sent to each eligible consumer
- Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
- Day 13: Eligible consumers receive opt-out notification; opt-out period begins
- Day 13-43: Eligible consumers wishing to opt-out return reply card in pre-paid envelope
- Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
- Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
- Day 43: Deadline for eligible consumers to postmark the opt-out reply card
- Day 47: Earliest date Program enrollments may begin for eligible consumers who do not opt-out
- Day 47+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
- Day 90+: Follow-up news releases issued summarizing the Program's status

3 BUDGET

Notification Method	Responsible Party	Estimated Cost
Direct Mailing	Competitive Supplier	\$145,000
Press Conference	CPG	\$500
Television Media	CPG	\$500
Newspaper Media	CPG	\$7,500
Electronic Communications	CPG	-----
Public Presentations	CPG	-----

CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM

IMPLEMENTATION SCHEDULE

PREPARED BY
COLONIAL POWER GROUP, INC.

ESA Executed with Competitive Supplier:	October 1, 2024
Competitive Supplier Receives Eversource Eligible Consumer Data:	October 3, 2024
Submission of ESA to Department, et al.:	October 3, 2024
Press Conference Introducing Competitive Supplier:	October 4, 2024
Customer Service Center Start-Up:	October 5, 2024
Websites Updated (i.e. CPG, City, Competitive Supplier):	October 8, 2024
Postings Placed in Public Buildings (i.e. City Hall, etc):	October 8, 2024
Notifications Mailed to Eligible Consumers:	October 8, 2024
Problem Addresses Corrected and Notifications Mailed:	ASAP
New Consumer Addresses Received and Notifications Mailed:	ASAP
Display Ads Placed in Newspapers and PSAs Air on Cable:	October 8 – November 8, 2024
Opt-Out Deadline Reached for Eligible Consumers:	November 15, 2024
Final Opt-Outs Removed from Participating Consumer File:	November 16-17, 2024
Transfer of Participating Consumers to Competitive Supplier:	November 17-20, 2024
Service Started with Competitive Supplier:	December 1, 2024

Implementation Schedule is for representative purposes only.
Dates are subject to change based on receipt of necessary approvals.



THE CITY OF SPRINGFIELD’S
COMMUNITY CHOICE POWER SUPPLY PROGRAM
CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear Springfield Basic Service Consumer:

The City of Springfield is pleased to announce that _____ has been selected as the supplier for its Community Choice Power Supply Program (“Program”). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to Eversource Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. Eversource will continue to deliver your electricity but Springfield has chosen the supplier for the Program. _____ will provide electric power supply for all consumers currently on Basic Service in Springfield. This letter is intended to tell you about this Program for electric power supply. In accordance with state law it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM UNLESS YOU CHOOSE NOT TO PARTICIPATE AND OPT-OUT.**
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE. The only difference you will see is that _____ will be printed under the “Supplier Services” section of your monthly bill. You will continue to receive one bill from Eversource. You will continue to send your payments to Eversource for processing. Eversource will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

COMPARATIVE RATES AND TERMS

	Springfield’s Program* (Supplier Services Only)		Eversource (Supplier Services Only)
	STANDARD (default)	OPTIONAL	BASIC SERVICE
Rate			
Residential	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Small C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Medium & Large C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Streetlight	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Renewable Energy Content	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
Duration	_____ 2024 – _____ 2024 [Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]		_____ 2024 – _____ 2024 [Residential, Small C&I and Streetlight rates change every 6 months. Medium & Large C&I rate changes every 3 months.]
Exit Terms	NO CHARGE		May receive a reconciliation charge or credit [Large C&I only]

*Rate includes Consultant Fee of \$0.001 per kWh to facilitate Springfield’s Community Choice Power Supply Program.
*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with a Sustainability Coordinator position.
*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

IMPORTANT INFORMATION

- At Program launch, the aggregation rate is lower than Eversource’s Basic Service rate. The aggregation rate is fixed for __ months (_____ 2024 to _____ 2024) while Eversource’s Basic Service rate changes twice a year, in January and July. As a result, the aggregation rate will not always be lower than Eversource’s Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against Eversource’s Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO CHARGE TO OPT-OUT** of the Program and return to Eversource Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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

ALL BASIC SERVICE CONSUMERS who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in _____ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

WATCH YOUR EVERSOURCE BILL FOR FURTHER NOTIFICATION of the Program.

- Your _____ bill will state that you are being switched to Springfield's Program.
- Your _____ bill will show Springfield's supplier and aggregation rate under "Supplier Services".

BUDGET PLAN OR ELIGIBLE LOW-INCOME RATE CONSUMERS will continue to receive those benefits from Eversource.

SOLAR PANEL AND COMMUNITY SOLAR CONSUMERS will continue to receive net metering or on-bill credits while receiving electricity supply under the Program and the value of these credits will not be altered by participating in the Program.

ANY APPLICABLE TAXES WILL BE BILLED as part of the Program's power supply charge. You will be responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation.

TAX EXEMPT SMALL BUSINESS CONSUMERS must send or fax a copy of their Energy Exemption Certificate directly to _____ (Supplier) at _____ (Supplier address/fax) in order to maintain their tax exempt status.

IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION THROUGH EVERSOURCE your participation in this Program will not affect your participation in that Green Power Supply.

IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM you may: 1) Opt-out and continue paying Eversource's Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

HOW TO OPT-OUT

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit www.colonialpowergroup.com/springfield/ and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call _____ at _____ and ask to remain on Eversource Basic Service.

ANY TIME AFTER ENROLLMENT you can still opt-out with NO CHARGE. It may take a couple of billing cycles before you are back on Eversource Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at www.colonialpowergroup.com/springfield/ **OR** call _____ at _____ and ask to be placed on Eversource Basic Service.

TO CHOOSE A PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY you may call _____ at _____ and ask to be enrolled in Springfield's Optional Product.

[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

FOR MORE DETAILED INFORMATION regarding Springfield's Program, please visit www.colonialpowergroup.com/springfield/ or call us toll-free at (866) 485-5858. To learn more about _____ please visit www.

TO ACCESS EVERSOURCE'S BASIC SERVICE RATES please visit:

- Residential Rates – <https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.
- Business Rates – <https://www.eversource.com/content/business/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.

Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the City of Springfield to facilitate the Community Choice Power Supply Program.

**SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER NOTIFICATION LETTER ENVELOPE**

OFFICIAL CITY BUSINESS



City of Springfield
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

John Smith
1 Main Street
Springfield, MA 01103

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. XXX

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

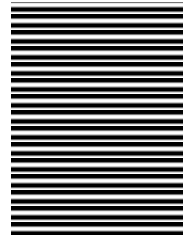
**SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE**

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

CITY OF SPRINGFIELD
c/o COMPETITIVE SUPPLIER
1 SUPPLIER STREET
SUPPLIER, MA 00000



**SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM
OPT-OUT REPLY CARD**

John Smith
1 Main Street
Springfield, MA 01103

Account No: #####

If you want to participate in the Springfield Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions

If you do not want to participate:

- 1) Sign and date
- 2) Place in envelope provided
- 3) Drop in the mail

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by _____ to opt-out of the Program before being automatically cancelled.**

X

Signature

Date



**THE CITY OF SPRINGFIELD'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



TTY (800) 720-3480 / Español (866) 930-9252



colonialpowergroup.com/springfield

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

SPANISH/ESPAÑOL Incluye notificación importante del City of Springfield sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	POLISH/POLSKI Załączono ważną informację od City of Springfield na tem usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyżs witrynę, aby uzyskać pomoc.
PORTUGUESE/PORTUGUÊS Aviso importante incluído da City of Springfield sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.	NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे City of Springfield संलग्न गरिएको महत्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवाद गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।
CHINESE (SIMPLIFIED)/ 中文 随函附上来自 City of Springfield 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。	MARATHI/मराठी आपल्या विद्युत सेवेसंबंधी City of Springfield महत्वाची सूचना संलग्न केली आहे. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.
CHINESE (TRADITIONAL)/ 中文 随附 City of Springfield 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。	YORUBA/YORÙBÁ Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ́ City of Springfield nípa ìṣẹ̀ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pẹ̀ nọ́nb náà tàbí kànsí ayélujára, lókè, fún ìrànlowọ̀.
HAITIAN/KREYÒL Ou gen yon notifikasyon enpòtan de City of Springfield sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.	IGBO/NDI IGBO Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka City of Springfield. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.
VIETNAMESE/TIẾNG VIỆT Đính kèm thông báo quan trọng từ City of Springfield về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.	AMHARIC/አማርኛ የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ City of Springfield እንደ ዓባሪ ተያይዟል፡፡ ማስታወቂያውን በአስቸኳይ ያስተርጉሙት፡፡ እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ፡፡

RUSSIAN/РУССКИЙ Прилагается важное уведомление от City of Springfield о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.	SOMALI/SOOMAALI Oageysiis muhiim oo ka yimid City of Springfield kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.
ARABIC/عربي مرفق إخطار مهم من City of Springfield عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.	JAPANESE/傔劬铂 「電気供給サービスに関する City of Springfield から的重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」
KHMER/ខ្មែរ សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង City of Springfield គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។	GUJARATI/ગુજરાતી તમારી વીજળી સેવા અંગે City of Springfield તરફથી મહત્વપૂર્ણ સૂચના બિડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કંઈક અથવા વેબસાઈટની મુલાકાત લો.
FRENCH/FRANÇAIS Avis important de City of Springfield concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.	SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka City of Springfield kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliy hapo juu ili upate usaidizi.
ITALIAN/ITALIANO Comunicazione importante in allegato della City of Springfield riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.	HINDI/हिंदी आपकी बिजली सेवा के बारे में City of Springfield से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करें। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।
KOREAN/한국어 귀하의 전기 서비스와 관련하여 City of Springfield 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.	THAI/ไทย ประกาศสำคัญที่แนบมาจาก City of Springfield เกี่ยวกับการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ
GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από την City of Springfield που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.	LAO/ລາວ ແຈ້ງການສໍາຄັນທີ່ຕິດຄັດມາຈາກ City of Springfield ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສໍາລັບຄວາມຊ່ວຍເຫຼືອ.



THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

ELECTRIC SUPPLY PROGRAM SUMMARY STANDARD PRODUCT

You will receive an electric supply product through THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, EVERSOURCE, will continue to deliver the electricity you use to your home or business.

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or City otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The City will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	If you received this form as part of an automatic enrollment notification, you have until the respond by date indicated to opt-out and not be enrolled. You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	Eversource will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource at (877) 659-6326, or by visiting its website at eversource.com .

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at energyswitchma.gov.



THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

ELECTRIC SUPPLY PROGRAM SUMMARY OPTIONAL PRODUCT

You will receive an electric supply product through THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, EVERSOURCE, will continue to deliver the electricity you use to your home or business.

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or City otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The City will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	Eversource will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource at (877) 659-6326, or by visiting its website at eversource.com .

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at energyswitchma.gov.

ELECTRIC SERVICE AGREEMENT

BETWEEN

[Retail Electric Supplier's Full Legal Name]

AND

**CITY OF SPRINGFIELD
on Behalf of the Consumers of
its Community Choice Power Supply Program**

This Electric Service Agreement ("ESA") is entered into as of **[date]** ("Effective Date") by and between ***[Retail Electric Supplier's Full Legal Name]***, a _____ [corporation, limited liability company] ("Competitive Supplier"), and the **City of Springfield**, located at 36 Court Street, Springfield, MA 01103 (the "Aggregator").

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which, *inter alia*, (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; and

WHEREAS, the Aggregator has developed a Community Choice Power Supply Program ("Program") to aggregate the electricity usage of consumers located within the geographic boundaries of the City of Springfield (the "Municipality") and to negotiate competitive rates for the supply of electricity for such consumers; and

WHEREAS, the Aggregator received approval of its Plan from the Massachusetts Department of Public Utilities (the "Department") on **[date]** in D.P.U. 23-XX, as may be amended from time to time (the "Plan"); and

WHEREAS, the Aggregator may offer more than one Product under the Plan, and {remove if not applicable}, the Plan allows the Aggregator to include an Operational Adder in Program Retail Prices {remove if not applicable};

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WHEREAS, Competitive Supplier desires to provide All-Requirements Power Supply as described in the products set forth in Appendix A to consumers located within the Municipality, pursuant to the terms and conditions of the Aggregator's Program, the Plan and this ESA; and

WHEREAS, the Aggregator desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative retail power supply option for consumers within the Municipality; and

NOW THEREFORE, IT IS AGREED THAT, the Aggregator 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 separately defined in the body of this ESA, including the Exhibits and Appendices hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 shall, however, be given their common and ordinary meanings when they appear without capitalization in the body of this ESA.

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, Renewable Energy Obligations, and other such services or products, including but not limited to any additional Renewable Energy Certificates, as specified in any Price and Term Appendix, necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

Bankruptcy – With respect to a Party, when 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.

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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.

Business Day – Any day between the period of 8:00 a.m. and ending at 5:00 p.m. Eastern Prevailing Time, except Saturday, Sunday and any day which is a legal holiday or a day on which federal banking institutions in Boston, Massachusetts are authorized by law to close.

Change in Law – As used herein, means any of the following:

- a) if, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any Governmental Authority with competent jurisdiction, including without limitation any amendment, modification or change in construction or interpretation of the Local Distributor's tariffs, (i) it becomes unlawful for a Party to perform any obligation under this ESA, or (ii) any Competitive Supplier or municipal aggregator or other similar license, certification or franchise status or requirements are imposed or altered in any material respect;
- b) if, (i) any regulatory agency or court having competent jurisdiction over this ESA or the Program requires a change or addition to the terms of this ESA or the Program rules or protocols that adversely affects a Party in any material respect, or (ii) any regulatory or court action affects a Party's ability to perform under this ESA in any material respect;
- c) if, any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental taxes, charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted, and thereafter becomes effective after the Effective Date of this ESA, that is applicable to the Competitive Supplier in its performance under this ESA; or
- d) if any new or additional charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, are imposed on the Competitive Supplier in its performance of this ESA by (i) ISO-NE related to a FERC approved change to ISO-NE's Tariff or Market Rule 1 issued on or after the Effective Date, or (ii) any Governmental Authority or Local Distributor, excluding, however, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department, or any specifically identified category of pending, proposed, or anticipated new costs or credits defined in any Price and Term Appendix as being included in Retail Prices; or
- e) there are any other changes by any Governmental Authority or Local Distributor to retail electric customer supply access or municipal aggregation programs in a manner which directly increases the cost of performance by the Competitive Supplier under this ESA.

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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.

Consultant Fee – The dollar amount per kWh as set forth in any Price and Term Appendix.

Consumer Data – The identifying information of all Eligible Consumers and Participating Consumers made available to Competitive Supplier resulting from the execution of this ESA, including but not limited to Local Distributor account numbers, billing names, billing addresses, service addresses, telephone numbers, kWh usage, and ICAP Tag Values.

CPG – Colonial Power Group, Inc., the Aggregator’s current consultant and agent acting on behalf of Aggregator, which is responsible for fulfilling certain of Aggregator’s obligations in the ESA and the development, implementation, and administration of the Program consistent with the terms of the Plan and this ESA.

Delivery Term – The period for which prices for All-Requirements Power Supply have been established, as set forth in any Price and Term Appendix.

Delivery Term End Date – The ending month of a Delivery Term as set out in any Price and Term Appendix.

Delivery Term Start Date – The starting month of a Delivery Term as set out in any Price and Term Appendix.

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

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

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).

Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor’s distribution or transmission system, at one or more locations within the geographic boundaries of the Municipality. Eligible Consumers includes (1) consumers who have Basic Service and have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Renewable Energy product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Consumers excludes (a) consumers who have Basic Service and have asked their Local Distributor to not enroll them in service with any competitive supplier; (b) consumers receiving Basic Service and enrolled in a Renewable Energy product that prohibits switching to a competitive supplier; and (c) consumers receiving competitive supply service.

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ESA – This Electric Service Agreement including without limitation, the appendices hereto, which are incorporated by reference, and any amendments thereto entered into by the Parties after the Effective Date.

Event of Default – shall have the meaning specified in Article 4.4.

FERC – The Federal Energy Regulatory Commission or any successor federal agency.

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; pandemics or 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 discretionary acts or failures to act, or orders of any kind by the Aggregator may not be asserted as an event of Force Majeure by the Aggregator; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

Forward Contract – shall have the meaning in 11 U.S.C. §101(25).

Forward Contract Merchant – shall have the meaning in 11 U.S.C. 101(26).

General Communications – The type of communications described and defined in Article 5.6.3 herein.

Governmental Authority – Any national, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Aggregator.

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.

ICAP Tag Value – A consumer account's contribution to peak load, expressed in kW-month, as determined by the Local Distributor pursuant to the ISO New England Manual for the Forward Capacity Market.

Initial Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that are Eligible Consumers as of the Effective Date.

ISO-NE – ISO New England, Inc., 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.

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

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Large Industrial – A consumer’s account that meets either of the following: (i) an ICAP Tag Value assigned by the Local Distributor of 100kW or higher, or (ii) projected usage of more than 500,000kWh/year.

Local Distributor – The local distribution utility(ies), or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

Low-Income Consumers – Residential Program Consumers who are designated by the Local Distributor to a low-income tariff (Example: Rate Class code “R-2”) in any specific billing period or cycle.

NEPOOL – The New England Power Pool.

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

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

Operational Adder – A volumetric fee expressed in \$/kWh, set out in any Price and Term Appendix if applicable, that may be assessed by the Plan and referenced in the recitals to this ESA that Aggregator may, at its sole discretion, direct the Competitive Supplier to (i) include in Retail Prices, and (ii) collect and remit to Aggregator any funds resulting from such fee pursuant to Article 18.10 of this ESA.

Participating Consumers – Eligible Consumers enrolled in the Program.

Parties – The Aggregator and Competitive Supplier, as the context requires. In the singular, “Party” shall refer to any one of the preceding.

Plan – The Plan developed by the Aggregator and approved by the Department, including any amendments thereto, to aggregate electricity consumers for the primary purpose of negotiating beneficial rates for the supply of electricity for such consumers pursuant to the Program.

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

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

Price and Term Appendix – The Price and Term Appendix substantially in the form of Appendix A hereto, which is then in effect under this ESA, and which amongst other terms sets forth the prices and terms for the provision of All-Requirements Power Supply for consumers in each Rate Class.

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Product – A unique All-Requirements Power Supply option offered to Eligible Consumers at a specific price and containing a specific combination of energy services and attributes unique from other products.

Program – The Community Choice Power Supply Program, under which, the Plan is described and implemented.

Rate Class – Consumer groupings consistent with definitions created by the Local Distributor and recognized by the Department.

Related Documents – As used herein, means any of the following: (i) any documents explicitly required by this ESA and executed by the Competitive Supplier, and (ii) any appendices to this ESA, including the Price and Term Appendix, and any subsequent appendices or addenda to this ESA agreed to and executed by the Parties.

Renewable Energy Certificates (“RECs”) – An instrument that identifies the relevant generation attributes of each MWh produced by a renewable generation unit. All such RECs will be created and recorded by the NEPOOL Generation Information System or the renewable energy certificate tracking system of the relevant ISO/RTO where such RECs are generated and retired, as applicable or be certified by a third party.

Renewable Energy Obligations – The total of all renewable energy commitments to Participating Consumers under this ESA including all Renewable Energy Standards obligations and any additional Voluntary Renewable Energy included in the optional Products, if applicable, as set out in any Price and Term Appendix.

Renewable Energy Standard(s) – Collectively, the Clean Energy Standard, the Renewable Energy Portfolio Standard, the Alternative Renewable Energy Portfolio Standard, and the Clean Peak Energy Standard, as may be defined by M.G.L. c. 21N, §§ 3(c), 3(d) and 7 (the Global Warming Solutions Act), or M.G.L. c. 25A, § 11F, § 11F1/2 (Renewable Energy Portfolio Standard and Alternative Renewable Energy Portfolio Standard), or M.G.L. c. 25A, § 17 (Clean Peak Energy Standard), or M.G.L. c. 164, § 1, or related rule or regulation.

Retail Price(s) – The rate(s) set forth in any Price and Term Appendix that the Competitive Supplier will charge to Participating Consumers for each Product.

Term – As defined in Article 4.1.

Voluntary Renewable Energy – Electric energy, or RECs certifying 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, and rules or regulations promulgated thereunder or, that may be otherwise added and incorporated into Products as a voluntary purchase, or REC purchase, defined in each Price and Term Appendix.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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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 recognizes, however, that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier. Notwithstanding any provision of this ESA to the contrary, if a new Rate Class is added to the Program, to the extent such Rate Class does not include consumers currently served under the Program, the Aggregator shall be permitted to enter into a separate agreement to provide power supply and other services to such Rate Class either with (i) Competitive Supplier or (ii) an alternate supplier under its own load asset.

The Aggregator authorizes the Competitive Supplier on behalf of the Municipality and any Participating Consumers to take any and all actions as the Competitive Supplier determines may be necessary to permit switching and enrollment in accordance with this ESA, Department regulations, and the Competitive Supplier's and the Local Distributor's rules and terms hereof. In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out.

The Aggregator shall specifically authorize the Local Distributor to provide, and Competitive Supplier shall have the right to obtain and utilize as required, all Consumer Data as is reasonably available from the Local Distributor, and which is necessary for the Competitive Supplier to perform its obligations under this ESA. If requested by Competitive Supplier, the Aggregator agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier in obtaining Consumer Data, including, without limitation, assisting Competitive Supplier in obtaining permission from Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor or the Aggregator.

In addition, to the extent the Aggregator is permitted by the Department to receive information regarding other Local Distributor consumers, including but not limited to New Eligible Consumers, the Aggregator shall authorize the Local Distributor to provide such information to Competitive Supplier, and the Competitive Supplier shall have the right to obtain and use such information as is reasonably available from the Local Distributor to support Aggregator-directed consumer awareness and outreach activities pursuant to Article 3.4.

This ESA is a Forward Contract and the Competitive Supplier and the Aggregator are Forward Contract Merchants.

2.2 NO THIRD-PARTY BENEFICIARIES/AGENCY RELATIONSHIP

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties except as otherwise set forth under the ESA. 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 Aggregator has the right, but not the obligation, to advocate on

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behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

The Aggregator is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers and is authorized to act as agent for all Participating Consumers. The Aggregator and Competitive Supplier agree and understand that Participating Consumers shall be principals or beneficiaries under this ESA and shall be deemed to have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the Aggregator, as agent for the Participating Consumers, has the right but not the obligation to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the Parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the FERC, the Department, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources and any other Governmental Authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The Aggregator's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's affiliate or contracted wholesale power marketer, 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 a Competitive 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 FERC to sell power at market-based rates;
- e) complete EDI testing with the Local Distributor; and
- f) provide all other documentation reasonably required by the Local Distributor for Competitive Supplier to carry out its obligations under this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Delivery Term Start Date, the Aggregator may terminate this ESA without any liability. Any noncompliance with such requirements after the Effective Date shall be subject to Articles 4.2 and 4.4.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHT, 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

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Article 2.1. The Parties represent and warrant to each other that they shall not obstruct 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 electricity supply to another.

3.2 APPLICABILITY OF CONSUMER NOTIFICATION REQUIREMENTS

If this is the first ESA of the Program, then the notification requirements set forth in Article 3.3 shall apply to both Initial Eligible Consumers and New Eligible Consumers. If, however, this is not the first ESA of the Program and the Program has Participating Consumers as of the Effective Date, then the notification requirements set forth in Article 3.3 shall apply only to New Eligible Consumers, unless a Price and Term Appendix otherwise expressly obligates Competitive Supplier to conduct an opt-out mailing in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date.

The Competitive Supplier will conduct opt-out mailings to New Eligible Consumers as directed by the Aggregator but no more than four times per calendar year (unless otherwise agreed to by the Parties) and in a Commercially Reasonable timeframe as directed by the Aggregator or CPG.

3.3 NOTIFICATION TO CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, the Aggregator will request or cause CPG to request and obtain from the Local Distributor and provide to Competitive Supplier the account number, service and billing address, and other pertinent contact information of all Initial Eligible Consumers and New Eligible Consumers, as applicable. However, CPG shall exclude any individual Large Industrial New Eligible Consumers from the list of New Eligible Consumer accounts it provides to the Competitive Supplier. Competitive Supplier shall notify each such Eligible Consumer (i) of the date, expressed as the meter read date for a given month, on which such Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible 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”). CPG or the Aggregator will prepare and provide to Competitive Supplier the Opt-Out Notice in form and content as approved by the Department (“Approved Opt-Out Notice”), and the Competitive Supplier shall promptly provide its reasonable comments and suggestions on such form with the understanding that under current Department practice the final form is subject to Department approval. The Competitive Supplier shall mail only such Approved Opt-Out Notice to each such Initial Eligible or New Eligible Consumer, as applicable, in a Commercially Reasonable timeframe as directed by Aggregator or CPG and in compliance with Department directives, but not less than thirty-seven (37) days prior to the date of automatic enrollment as required by the Department. The Approved Opt-Out Notice shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms of service included in the applicable Price and Term Appendix as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such Initial Eligible or New Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; (iv) state how a Participating Consumer may voluntarily opt-up or opt-down to any other Products offered under the Program;

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and (v) 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. An Initial Eligible or New Eligible Consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable. The Aggregator agrees to take such further actions as the Competitive Supplier may reasonably request, and at Competitive Supplier's cost, in connection with the Competitive Supplier's performance under this Article 3.3.

The Competitive Supplier is responsible for all costs associated with Aggregator's efforts to provide consumer notification to all Initial Eligible and New Eligible Consumers under this Article 3.3. Such costs include, but are not limited to, print materials, printing, copying, mailing, postage, and language translation services. In the event Aggregator or CPG is also expected to incur any similar such costs in support of the foregoing activities ("Support Costs"), Aggregator or CPG, as applicable, will provide Competitive Supplier with advance notice thereof prior to incurring such Support Costs. The total for all Support Costs in any given calendar year shall not exceed the "Support Costs Cap" set out in any Price Term Appendix. Competitive Supplier shall coordinate with and reimburse the Aggregator or CPG for all Commercially Reasonable and actual, documented Support Costs. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of this ESA whether received prior to the initial enrollment or after accounts have been enrolled. Competitive Supplier will make this opt-out list available to the Aggregator or CPG upon request.

In providing the notifications set forth in this Article 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Aggregator or CPG for the purpose of performing such obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Initial Eligible or New Eligible Consumers resulting from errors or omissions in the information provided to it by the Aggregator or CPG. For clarification purposes, all mailing lists of Initial Eligible and/or New Eligible Consumers to receive notices pursuant to this Article 3.3 shall be requested by the Aggregator or CPG from the Local Distributor and shared with Competitive Supplier. The Aggregator and CPG acknowledge that the Competitive Supplier shall not be responsible for requesting mail listings directly from the Local Distributor. Competitive Supplier shall not be responsible for delays in sending notifications to Initial Eligible Consumers, New Eligible Consumers, or Participating Consumers to the extent caused by delays in receiving information, including the form of communication, from the Aggregator or CPG.

3.4 CONSUMER AWARENESS

3.4.1 Consumer Notification of New Competitive Supplier - In the event the Program has Participating Consumers as of the Effective Date of this ESA and the Competitive Supplier is not the current supplier of the Program, then prior to the Competitive Supplier's initial enrollment of any consumer accounts on the Delivery Term Start Date, CPG or the Aggregator will provide to Competitive Supplier the Local Distributor account number, service address, billing address, and other pertinent contact information of Participating Consumers. Competitive Supplier shall notify such Participating Consumers that Competitive Supplier will be providing All-Requirements Power Supply as of the Delivery Term Start Date, and the Retail Price(s) and Program Products pursuant to the applicable

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Price and Term Appendix of this ESA. CPG or the Aggregator will prepare and provide to Competitive Supplier the form and content of the notice and Competitive Supplier shall provide such notice to each Participating Consumer in a Commercially Reasonable timeframe and manner as directed by the Aggregator or CPG. The Competitive Supplier is responsible for all costs associated with such consumer notification including, but not limited to, print materials, printing, copying, mailing, postage and language translation services.

3.4.2 Competitive Supplier or CPG Consumer Awareness Activities - Provided all Parties mutually agree on the content and method, the Competitive Supplier or CPG may each conduct consumer awareness efforts at such party's sole expense. Any such efforts must be consistent with the Education Plan included in the Plan.

3.4.3 Aggregator Consumer Awareness Activities - Competitive Supplier shall be responsible for the costs associated with Aggregator-directed consumer awareness efforts but only if such efforts and the scope thereof are detailed and explicitly delegated to Competitive Supplier in any Request for Proposals for competitive electric supply services issued in connection with this ESA and also expressly set out in any Price and Term Appendix ("Program Promotions"). Such Program Promotions may include enhancements to the Aggregator's website, print advertisements, paid social media, consumer outreach, and the preparation and delivery of educational materials that are separate and apart from other consumer notification mailings required pursuant to this ESA. Competitive Supplier will not be responsible for the costs of any promotion(s) of the program that is not a Program Promotion included in the Request for Proposal and Price and Term Appendix. The Aggregator may also request Competitive Supplier to print and mail Aggregator-prepared Program Promotions materials to Participating Consumers, Eligible Consumers, or electricity consumers of the Municipality, provided, however, any such efforts shall not occur more than once in any given calendar year during the term of this ESA, and provided further that the content of such Program Promotions shall be subject to Competitive Supplier's reasonable comments, and final approval by the Department. The total costs for all Program Promotions in any given calendar year shall not exceed the "Program Promotions Cap" set out in any Price Term Appendix. Further, the Aggregator may, in its discretion, adjust the Retail Price(s) to allow either the Aggregator or CPG to recoup costs incurred by either party for Aggregator-directed consumer awareness efforts, in which case the Aggregator will direct Competitive Supplier to collect and remit such reimbursements to the Aggregator or CPG as appropriate.

3.5 ENROLLMENT

The enrollment procedures set out in this Article 3.5 are also summarized in Exhibit A to this ESA. However, in the event of a conflict between this Article 3.5 and Exhibit A, the terms in this Article 3.5 shall govern. Competitive Supplier shall perform any consumer enrollments pursuant to this Article 3.5 in accordance with applicable Local Distributor rules.

3.5.1 Initial Eligible Consumers – If applicable pursuant to Article 3.2, CPG or the Aggregator shall provide Competitive Supplier with the list of Initial Eligible Consumers, as well as such Initial Eligible Consumers' service and billing addresses, and any other related

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information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date.

3.5.2 Participating Consumers - If applicable pursuant to Article 3.4, CPG or the Aggregator shall provide Competitive Supplier with the list of Participating Consumers, as well as such Participating Consumers' service and billing addresses, and any other related information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date. All Participating Consumers will continue to be enrolled in the Program under the terms of this ESA unless they opt-out in accordance with the Plan, this ESA, and Governmental Rules.

3.5.3 New Eligible Consumers - New Eligible Consumers (a) who are provided notice, and (b) elect not to opt-out of the Program, each as provided in Article 3.3, will be automatically enrolled by Competitive Supplier in the Program at the Retail Price for the standard Product.

3.5.4 Eligible Consumers that Previously Opted Out - At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program, with the exception of Large Industrial Eligible Consumers, may request that they be enrolled in the Program. Competitive Supplier will provide All-Requirements Power Supply to such Eligible Consumers at the Retail Price applicable for the Product selected.

3.5.5 Eligible Consumers Previously Served by Third Parties - Competitive Supplier agrees that, with the exception of Large Industrial consumers, consumers that are being served or were previously served under third-party competitive supply agreements may affirmatively opt-in and receive All-Requirements Power Supply at the Retail Price applicable for the Product selected when such agreements terminate or are otherwise completed.

3.5.6 Large Industrial Consumers – Large Industrial consumers that (i) are New Eligible Consumers, (ii) previously opted out of the Program, or (iii) are being served or were previously served under third-party competitive supply, may request to be enrolled in the Program and the Competitive Supplier shall offer to provide All-Requirements Power Supply to such Large Industrial consumers based on the then market rate as determined by the Competitive Supplier in its sole discretion for the Product selected. Such offer shall be consistent with all terms of this ESA, including but not limited to the consumer's ability to opt-out of the Program at any time without penalty. Prior to enrollment, the Competitive Supplier shall promptly provide written notice to CPG if any Large Industrial Eligible Consumer accepts such market rate offer.

ARTICLE 4 TERM OF AGREEMENT 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 for any Delivery Term shall commence on the Delivery Term Start Date, and shall terminate on the Delivery Term End Date, each as set out in a Price and Term Appendix, unless terminated earlier under Article 4.2 below ("Term");

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provided further, however, the Competitive Supplier will only begin service to a Participating Consumer after such Participating Consumer has been enrolled by the Competitive Supplier and the Participating Consumer has been switched by the Local Distributor to the Competitive Supplier in accordance with all Governmental Rules. It may take up to two billing cycles for the enrollment with the Competitive Supplier to take effect. The Competitive Supplier is not responsible for any such delay, or any failure or delay in enrolling any Participating Consumer caused by the Local Distributor. The Aggregator shall provide such cooperation, assistance, documents, authorizations, instruments and other information as reasonably requested by the Competitive Supplier to permit the enrollment and servicing of Participating Consumers in the Program.

4.2 TERMINATION

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

- a) by the Aggregator or the Competitive Supplier if either Party fails pursuant to Article 4.4 to cure any breach of any material provision of, or obligation under, this ESA (including, but not limited to, Article 5.6.2 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 Aggregator or the Competitive Supplier if the other Party is in Bankruptcy as that term is defined in this ESA; or
- c) by the Aggregator 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 and invalidates or disapproves this ESA in whole or in significant part; or
- d) by the Aggregator in the event of the failure of the Competitive Supplier to supply All-Requirements Power Supply to Participating Consumers; provided, however, that the Aggregator shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply, through no fault of Competitive Supplier, is a direct result of a Force Majeure or, to the extent not qualifying as Force Majeure, actions or non-actions by any transmission service provider, the Local Distributor, the Aggregator, CPG, the ISO-NE, or a Governmental Authority.

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. The Competitive Supplier shall reasonably cooperate in good faith to transition Participating Consumers to a new competitive supplier or back to the Local Distributor. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of Competitive Supplier's right to collect all monies due for services rendered, and except as otherwise expressly provided in this ESA. It may take up to two billing cycles to transfer Participating Consumers to another provider or the Local Distributor and the Competitive Supplier is entitled to all payment for All-Requirements Power Supply provided

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whether before or after the date of termination. The Aggregator shall require any successor competitive supplier to make best efforts to switch Participating Consumers away from Competitive Supplier and to its own service upon the Delivery Term End Date. The Competitive Supplier is permitted to cause the Local Distributor to drop the accounts of any Participating Consumers which are not switched or dropped by the Delivery Term End Date.

4.4 EVENT OF DEFAULT AND SPECIFIC PERFORMANCE

Notwithstanding any other provision to the contrary herein, the Parties agree that it will be an Event of Default if (i) a Party fails, pursuant to Article 4.2(a), to cure a breach of any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) a Party becomes Bankrupt, (iii) in the case of Competitive Supplier, the Competitive Supplier fails to provide All-Requirements Supply as set forth in and subject to Article 4.2(d), (iv) a Party modifies, suspends or terminates the Program during the Term, except where such modification, suspension or termination is, through no fault of the Party, required by Governmental Rules, or (v) a Party seeks to terminate this ESA except as expressly authorized in this ESA, including Article 4.2. Upon an Event of Default by Aggregator, Competitive Supplier shall be entitled to specific performance of this ESA as its sole remedy. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Aggregator's actions as described in (i), (iv) or (v), and further agree that Competitive Supplier will suffer irreparable harm if the Aggregator takes any of the actions described in (i), (iv), or (v) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties, provided however, any new pricing terms shall be negotiated, and the Parties shall amend this ESA by executing an updated Price and Term Appendix. Upon any such extension of this ESA, this ESA shall continue to be in effect, and all provisions of the ESA as amended 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 employ an adequate number of competently trained and experienced personnel to carry out its responsibilities; exercise all reasonable efforts to deliver or arrange to deliver a supply of such amounts of electricity to the Point of Delivery as are required under this ESA; comply in all material respects with all relevant industry standards and practices for the supply of electricity to Participating Consumers.

5.2 CUSTOMER SERVICE ACCESS

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The Competitive Supplier shall provide, or cause to be provided, certain customer services to Participating Consumers and Eligible Consumers. Such services shall be reasonably accessible to Participating Consumers, shall allow Participating Consumers and Eligible Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Participating Consumers, the Aggregator, CPG, and the Local Distributor. A toll-free telephone number shall be established by Competitive Supplier on or before the Effective Date and shall be available for Participating Consumers to contact Competitive Supplier not later than 8:00 AM and continuing at least until 5:00 PM Eastern Prevailing Time, Monday through Friday, excluding federal holidays to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Aggregator will post Program-related information on the Aggregator'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) (if such individual authorization is required by law), the Competitive Supplier shall, during normal business hours, respond promptly and without charge to reasonable requests of the Aggregator or CPG 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

5.4.1 Renewable Energy Obligations

Competitive Supplier shall manage the Renewable Energy Obligations pursuant to this ESA. To the extent the ESA requires Voluntary Renewable Energy to be sourced from resources that are tracked within the NEPOOL Generation Information System ("NEPOOL GIS"), the Competitive Supplier shall create and manage either a NEPOOL GIS subaccount or reserve account exclusively for the Program to receive, account for, track, and manage any and all RECs acquired and delivered to meet the voluntary renewable requirements of Products containing Voluntary Renewable Energy, if any ("Program GIS Account"), but only if a requirement for a Program GIS Account is explicitly set out in any Request for Proposals for competitive electric supply services in connection with this ESA and set forth in the applicable Price and Term Appendix to this ESA. Regardless of whether Competitive Supplier is required to establish a Program GIS Account, Competitive Supplier nonetheless shall be required to provide documentation satisfactory to the Aggregator demonstrating that Competitive Supplier met all voluntary renewable requirements of Products containing Voluntary Renewable Energy. Competitive Supplier shall provide such documentation or

copies of detailed reports from the Program GIS Account pursuant to Article 11.1.1 and as requested from the Aggregator from time to time.

5.4.2 {Reserved}

5.4.3 Interruption to Delivery Service

Competitive Supplier shall not be responsible to the Aggregator or any Participating Consumers in the event the Local Distributor, for whatever reason and through no fault of Competitive Supplier, physically disconnects, curtails or reduces service to Participating Consumers.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis pursuant to the prices and terms as set out in the then effective Price and Term Appendix. The Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of the Local Distributor or other competitive supplier. Competitive Supplier shall be permitted to drop any Participating Consumer and return such consumer to the Local Distributor for failure to make timely payments of its invoice to the Local Distributor pursuant to Article 7.4.2 if Competitive Supplier has not otherwise been compensated by the Local Distributor pursuant to its Competitive Electric Competitive Supplier Service Agreement with the Local Distributor.

5.6 CONSUMER DATA AND COMMUNICATIONS WITH CONSUMERS

5.6.1 Limitations

Notwithstanding anything to the contrary in this ESA, including this Article 5.6, the Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers provided by Aggregator or CPG to send Aggregator-approved educational materials, opt-out notices, or other communications essential to the operation of the Program consistent with the terms of this ESA. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers. Aggregator shall also be responsible for securing any required approvals for communications with Participating Consumers, including any necessary review by the Department.

5.6.2 Ownership and Use of Consumer Data

Competitive Supplier acknowledges that, as between the Parties, the Aggregator shall have exclusive ownership of all right, title, and interest in and to all Consumer Data. Competitive Supplier shall use Consumer Data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services required or permitted under this ESA and Competitive Supplier shall treat Consumer Data as confidential information. Any other use of Consumer Data without the prior written consent of the Aggregator is strictly prohibited. Competitive Supplier shall maintain all Consumer Data in electronic format. Unless restricted by applicable Governmental Rules, the Competitive Supplier will make

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Consumer Data available to the Aggregator or CPG upon request. Aggregator shall be responsible for CPG's possession and use of Consumer Data. Notwithstanding anything in Article 16 to the contrary, Competitive Supplier may share Consumer Data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply, other rights, or performance obligations pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will inform any such vendor in writing of the confidential nature of Consumer Data and the restrictions set forth in this Article 5.6 and elsewhere in this ESA. In the event the Aggregator has chosen a new supplier for its Program, then prior to the Delivery Term End Date and at a time determined by the Aggregator, Competitive Supplier shall provide a copy of the Participating Consumer data in an electronic format which is generally usable, as it then exists, to the Aggregator and at the Aggregator's written direction, to other parties, such as the new supplier, which the Aggregator represents will have been authorized to receive such data; provided that Competitive Supplier will provide such data on an "as-is" basis and without warranty of any kind. COMPETITIVE SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO SUCH DATA, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A material violation of this Article 5.6.2 by Competitive Supplier, its affiliates or third-party vendors shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees such a violation of this Article 5.6.2 will constitute irreparable harm.

5.6.3 Approval of General Communications

Prior to sending any direct mail, electronic mail, or other similar 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), Competitive Supplier shall provide a copy of such General Communication to the Aggregator for its review to determine whether such communication is essential to the operation of the Program pursuant to Article 5.6.1. The Aggregator shall have the right to object to such General Communications and suggest revisions, provided, however, that the Aggregator's approval shall not be unreasonably withheld or delayed. The Aggregator 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 Aggregator, and the Competitive Supplier shall not send such rejected or excluded General Communication; provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure, Change in Law, or any communication required by the Department or any other Governmental Authority.

5.6.4 Direct Marketing

Competitive Supplier agrees not to engage in any direct marketing of a new product or service to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a direct result of this ESA unless first approved in writing by Aggregator or CPG. Any new product or service that the

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Competitive Supplier and/or the Aggregator wish to make available to Participating Consumers pursuant to this Article 5.6.4 is subject to Department approval. For the purposes of this provision, “direct marketing” shall include any outbound sales-based telephone call, mailing, or electronic mail from Competitive Supplier to a Participating Consumer through which Competitive Supplier markets products or services other than those being provided pursuant to this ESA. 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.”

5.6.5 Participating Consumer Lists

To the extent not prohibited by any Governmental Rule, the Competitive Supplier shall provide a list of the Participating Consumers being served by the Competitive Supplier to the Aggregator or CPG upon written request, including such reasonable identifying and usage information as the Aggregator 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.

5.7 COMPLIANCE WITH LAWS AND STANDARDS

The Parties shall promptly and fully comply with all existing and future Governmental Rules as applicable to the activities covered by this ESA, including, as to Competitive Supplier, all applicable Renewable Energy Standards.

5.8 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 Aggregator’s assistance in obtaining such consent or approval and the Aggregator 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 will continue to request the Aggregator’s assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated dollar amount, reasonably incurred by the Aggregator in connection with such efforts.

ARTICLE 6 ROLE OF THE AGGREGATOR

Under this ESA, the Aggregator 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 Aggregator (in addition to fulfilling its obligations under this ESA) is to set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA, and to enforce the Competitive Supplier’s compliance with those terms and conditions. The Parties agree that Aggregator 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 Aggregator may be considered to be

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operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. All Participating Consumers are bound as principals and beneficiaries to this ESA subject to the provisions of M.G.L. c. 164, § 134 and Department rules and practice. The Competitive Supplier hereby agrees that it will take no action that would make the Aggregator liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in the then effective Price and Term Appendix to this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation, subject to Article 5.5, to arrange for the delivery of All-Requirements Power Supply for all Participating Consumers at the Point of Delivery.

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, as may be amended from time to time.

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, Competitive Supplier will be responsible for any and all line losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Competitive Supplier shall cause the Local Distributor to prepare and mail bills to Participating Consumers monthly based on the meter readings performed by the Local Distributor for each Participating Consumer's meter(s). The Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable, the Competitive Supplier may bill based on its good faith estimates of usage, and 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 Retail Prices set out in any Price and Term Appendix do not include current and future charges collected or assessed by the Local Distributor pursuant to its distribution service tariff, or local transmission costs as may be imposed by NEPOOL, ISO-NE or individual electric utilities that have FERC transmission tariffs or other such distribution and transmission charges. All such costs will be billed to and collected from Participating Consumers 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 to the extent permitted by any Governmental Rules.

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 required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 OPTIONAL PRODUCTS

Competitive Supplier agrees that it will offer the optional Products described in the then effective Price and Term Appendix into its provision of All-Requirements Power Supply under this ESA.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the regulations applicable to Competitive Supplier regarding the supply of retail power to Participating Consumers, 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). If a Participating Consumer so permits, 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 Aggregator and CPG of any consumer complaints submitted to, and recorded by, the Department or the Massachusetts Attorney General's Office by a Participating Consumer and received by Competitive Supplier that Competitive Supplier is unable to resolve with the Participating Consumer within five (5) Business Days following Competitive Supplier's receipt of the complaint. Competitive Supplier agrees to notify the Aggregator and CPG of such complaints after the expiration of said fifth Business Day, and the Aggregator or its agent may, at Aggregator's election, participate and advocate on behalf of the Participating Consumer in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service under this ESA, a

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Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Reporting

Monthly Consultant Fee Payment/Usage Details Report (Appendix C) – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of usage details, to back up each Consultant Fee payment made to CPG, which will contain:

- a. Aggregation Name
- b. Consumer Name
- c. Load Zone (NEMA, SEMA, WCMA)
- d. Utility Name - Eversource East (Boston Edison), Eversource East (Commonwealth), Eversource West (WMECo), NGRID, Unitil
- e. Rate Class Code (R1, R2, G1, G2, S1, etc.) at time of billing
- f. Utility Acct#
- g. Service Account# (Eversource West only)
- h. Utility Meter# (Eversource East and Unitil only)
- i. Inv#/Bill#
- j. Invoice Date (Period)
- k. Meter Read Cycle
- l. Monthly Usage From/Start Date
- m. Monthly Usage To/End Date
- n. # of kWh's Used
- o. Aggregation Rate (that the utility charged)
- p. Consultant Fee Payment Date (month/year)
- q. Consultant Fee Payment (Consultant Fee x kWh)
- r. Account Status (Enrolled, Active, Dropped, Cancelled)
- s. Invoice Type (Final Bill, Original, Estimate)
- t. Product Offered

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Monthly Enrollment Report (Appendix D) – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of enrollment data broken down by rate code classification (including additional breakout of R2 data; see tabs 3 and 4 of Appendix D for further clarification):

- a. Accounts Enrolled at Start of Month
- b. Number of Accounts that have Moved, Closed or Switched Supplier
- c. Number of Accounts that have Opted-Out
- d. Number of Accounts that have Opted-In
- e. Accounts Remaining at End of Month

The monthly reports will be due to the Aggregator or CPG within five (5) Business Days following the close of each month. This information shall be listed separately for each Product and Rate Class. This information shall be provided in electronic format.

Weekly Enrollment Report (Appendix E) – At the request of Aggregator or CPG, Competitive Supplier shall provide a weekly report of enrollment transactions with the information as detailed in Appendix E to this ESA.

Operational Reports - Competitive Supplier shall provide CPG with a copy of the Local Distributor's sync files for the Program on a monthly basis.

EDI Transactions – Competitive Supplier shall provide CPG with electronic copies of all incoming and outgoing EDI transactions which relate to this ESA.

ISO-NE Settlement Data – Provided that Competitive Supplier has a dedicated load asset(s) solely for the Program relating directly to this ESA, Competitive Supplier shall provide the Aggregator or CPG on a quarterly basis with ISO-NE settlement data for the load asset(s) created for the Program (hourly real-time load obligation and monthly capacity settlement reports, inclusive of daily MW requirement, both preliminary and re-settlement files).

NEPOOL GIS Quarterly Settlement Reports – On an annual basis, after June 15 of the given calendar year, Competitive Supplier shall provide the Aggregator or CPG with NEPOOL Generation Information System settlement reports associated with the Program GIS Account, if applicable, or otherwise provide appropriate documentation, as each is defined in Article 5.4 for any RECs acquired and/or retired by the Competitive Supplier to meet any Voluntary REC product obligations pursuant to this ESA. The Aggregator acknowledges that Competitive Supplier, in its own discretion, may choose to retire RECs only once per calendar year by the NEPOOL GIS 4th quarter retirement deadline on or around June 15 or more frequently throughout the year.

11.1.2 Standard of Care

Competitive Supplier, Aggregator, and CPG shall use Commercially Reasonable practices in preparing, maintaining, and providing any information or data required under the ESA. To the extent that Competitive Supplier, Aggregator, or CPG determines that any information

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or data provided hereunder is in error in any material respect, it shall promptly provide corrected information or data within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) Business Days of the end of a quarter (quarter end dates are March 31, June 30, September 30 and December 31), to the extent required by the Department of all competitive suppliers to be disclosed to the Aggregator or Participating Consumers (as defined herein), Competitive Supplier shall present to CPG a copy of the current “Disclosure Label” which label shall include all required information pertaining to Competitive Supplier’s power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records directly relating to the services hereunder by Competitive Supplier to Participating Consumers in accordance with any applicable regulations or guidelines of the Department, FERC, and any other Governmental Authority. Competitive Supplier shall provide to the Aggregator, at the Competitive Supplier’s sole expense, copies of all reports mandated by the Securities and Exchange Commission, provided that to the extent such reports are available to Aggregator on www.sec.gov, Aggregator may obtain the reports at that website.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable written request, Competitive Supplier shall provide to the Aggregator a copy of each public periodic or incident-related report or record expressly and exclusively relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The Aggregator shall treat any reports and/or filings received from Competitive Supplier as confidential information if required by Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies. Competitive Supplier may redact certain confidential aspects of such reports if it contains personal or private information of third parties.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW, JURISDICTION AND VENUE

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts, without application of any rules relating to conflicts-of-laws. 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 Aggregator is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

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The Parties agree to use their respective Commercially Reasonable 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. Notwithstanding anything in this Article 12.2 to the contrary, this Article 12.2 shall not prevent a Party from initiating litigation in order to toll an applicable statute of limitations, seeking injunctive relief to prevent irreparable harm, or seeking specific performance as provided by this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE SUPPLIER

Up to and at the Point of Delivery, Competitive Supplier shall indemnify, defend and hold harmless the Aggregator the Aggregator's officers, employees, agents, representatives and independent contractors ("Aggregator Indemnified Parties") from and against any and all costs, claims, liabilities, damages, losses, expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising from claims, causes of action, suits or judgments ("Claim"), incurred by, on behalf of or involving any one of the Aggregator Indemnified Parties to the extent arising from or in connection with third party claims alleging (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions or omissions (where there is a duty to act) of the Local Distributor, the Aggregator or its employees or agents (including CPG), or (ii) Competitive Supplier's actions or omissions (where there is a duty to act) taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Aggregator, to investigate, handle, respond to, and defend any such Claim at Competitive Supplier's expense arising under this Article 13.1, and in that event, Competitive Supplier shall assume sole control and authority to defend, appeal and/or or settle the Claim through reputable independent counsel of its own choosing. The Aggregator Indemnified Party(ies) and the Competitive Supplier shall reasonably cooperate in the defense of any Claim. Notwithstanding the foregoing, the Aggregator Indemnified Party(ies) may participate in the defense of any Claim through its own counsel at its own expense. The Competitive Supplier shall give prompt written notice to such Aggregator Indemnified Party(ies) of any proposed settlement of an indemnified Claim. The Competitive Supplier may not, without prior written consent of the Aggregator Indemnified Party(ies), which shall not unreasonably withheld, conditioned, or delayed, settle or compromise any Claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. The foregoing is in addition to and not in limitation of any other remedies available to an Aggregator Indemnified Party.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If an Aggregator Indemnified Party 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. If requested by the Aggregator Indemnified Party pursuant

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to Article 13.1, 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 Aggregator Indemnified Party.

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

All Parties agree that, in accordance with Massachusetts law, they have a duty to mitigate damages and covenant that they will use reasonable efforts to mitigate any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE SUPPLIER

As a material inducement to the Aggregator's execution of this ESA, the Competitive Supplier hereby represents and warrants to the Aggregator 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 by the Competitive Supplier 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 Aggregator 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) To the best of its knowledge, none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Aggregator 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;
- g) the Competitive Supplier is a Forward Contract Merchant.

14.2 BY THE AGGREGATOR

As a material inducement to the Competitive Supplier's execution of this ESA, the Aggregator hereby represents and warrants to Competitive Supplier as of the Effective Date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding obligation of the Aggregator enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the Aggregator's powers, have been or will be duly authorized by all necessary action;
- c) the Aggregator has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) the Aggregator is authorized and empowered by the provisions of G.L. c. 164, § 134, to organize and implement the Program and has taken all action necessary to establish the Program;
- e) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of the Aggregator or its agent(s) 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
- f) no Bankruptcy is pending or threatened against the Aggregator nor is the Aggregator contemplating Bankruptcy;

ARTICLE 15 INSURANCE

To help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, commercial general liability insurance of no less than \$1,000,000 combined single limit and excess liability coverage of no less than \$3,000,000 with insurers and with the Aggregator named as additional insured. Competitive Supplier shall provide the Aggregator with evidence, reasonably satisfactory to the Aggregator, of its required insurance hereunder, upon request.

ARTICLE 16 CONFIDENTIALITY

Notwithstanding anything to the contrary in this Article 16, nothing in this Article 16 shall be interpreted to prevent, delay or interfere with the Aggregator's acting in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes (collectively, the "Public Records Law"), if any, relative to any requests for public information concerning this ESA received from a third party.

To the extent consistent with the Public Records Law, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates, employees, or contractors) or

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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. Notwithstanding the foregoing or anything to the contrary in this Article, 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; (v) is required to be publicly reported under any U.S. or state securities law; or (vi) is not exempt from disclosure under the Public Records Law.

Either Party may disclose the terms of this ESA to its affiliates, and to its officers, directors, employees, attorneys, accountants, and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. 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, the disclosing Party shall request in writing 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 to enable the other Party, at its cost and expense, 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 Aggregator's assistance in protecting the confidentiality of its information and the Aggregator 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 Aggregator's assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated amount, reasonably incurred by the Aggregator in connection with such efforts.

For the avoidance of doubt, subject to the public records laws referenced above (but including a Party's right to have information remain confidential under such public records law), the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

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- a) any account information related to the Participating Consumers including, without limitation, account number, 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, including, but not limited to any guaranty or letter of credit;
- g) any non-public (as defined under the Public Records Law) 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 CHANGE IN LAW

If, after the Effective Date, a Change in Law occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party of this ESA, the affected Party shall send written notice to the other Party, setting forth the Change in Law or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Any Department-approved changes to the Local Distributor's Purchase of Receivable ("POR") Plan originally approved by the Department pursuant to D.P.U. 10-53 shall be deemed a Change in Law. For the purposes of clarity, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department shall not constitute a Change in Law hereunder. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to mitigate such effect. Alternatively, if as a direct result of such a Change in Law or New Taxes, the Competitive Supplier incurs additional, material costs in performance of its obligations under this ESA, the Competitive Supplier shall provide a written notice to the Aggregator that documents: a) the effective date of the Change in Law or New Taxes; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Change in Law or New Taxes; c) the timing of the cost impact to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in the price per kWh that is billed by the Local Distributor, designed to reimburse the Competitive Supplier for such cost impact. If the Aggregator and the Competitive Supplier cannot agree on the amendment to this ESA or reimbursement contemplated by this section, the matter shall be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 18 MISCELLANEOUS

18.1 ASSIGNMENT

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Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the Aggregator. Such approval may be denied at the reasonable discretion of the Aggregator if it determines that the proposed assignee does not have at least the same ability to perform and the same financial ability as the Competitive Supplier. Notwithstanding the foregoing, the Competitive Supplier may assign this ESA without the consent of Aggregator to (i) an affiliated entity under common control or management with Competitive Supplier, (ii) Competitive Supplier's corporate parent, (iii) the surviving entity in a merger or consolidation in which it participates, or (iv) a purchaser of all or substantially all of its assets, with advance written notice to Aggregator so long as (i) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA in a form reasonably satisfactory to the Aggregator, (ii) any pending Events of Default have been cured by Competitive Supplier, and (iii) the proposed assignee's credit rating is equal to or better than that of the Competitive Supplier as of the effective date of such assignment. 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 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:

[NAME]
[COMPANY]
[ADDRESS]
[CITY], [STATE] [ZIP]
[PHONE]
[FAX] [EMAIL]

If to Aggregator:

Mr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 ext. 3 (phone)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

With a Copy To:

Mr. Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103
(413) 736-3111

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

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recipient at its address set forth in this ESA. Any Party may change its address and contact person for the purposes of this Article 18.2 by giving notice thereof in the manner required herein.

18.3 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 Aggregator in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Aggregator changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.2.

18.4 ENTIRE ESA; AMENDMENTS

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

18.5 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 obtaining knowledge of 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 any event of Force Majeure continues for a period of ninety (90) 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 such termination by either Party shall not constitute a default under this ESA and shall not give rise to any liability to either Party.

18.6 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.7 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 Aggregator and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

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18.8 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.

18.9 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. A PDF of a signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.10 THIRD PARTIES

The Retail Price(s) for All-Requirements Power Supply as set out in the then effective Price and Term Appendix shall include (i) a Consultant Fee, payable by the Competitive Supplier to CPG, and (ii) if applicable, an Operational Adder payable by Competitive Supplier to the Aggregator. Competitive Supplier shall make monthly Consultant Fee and Operational Adder payments on behalf of Participating Consumers over the Term of this ESA by multiplying the applicable rate by the actual usage of Participating Consumers for which payment has been received by the Competitive Supplier. Notwithstanding anything to the contrary in this ESA, the Consultant Fee payable hereunder is subject to the terms and conditions of any certain broker agreement between Competitive Supplier and CPG, if applicable. Competitive Supplier acknowledges the payment obligation set forth in this provision is a material obligation of Competitive Supplier during the term of this ESA. The Consultant Fee payment and Operational Adder payment, if applicable, shall be paid by the end of the subsequent calendar month following receipt by Competitive Supplier of payments by Participating Consumers. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as otherwise set forth under the ESA, there shall be no other third-party beneficiaries to this ESA.

18.11 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.

18.12 CO-OPERATION

In the event this ESA requires approval from the Department, each Party agrees to use Commercially Reasonable efforts to cooperate in seeking to secure such approval, and in the case of Aggregator, shall direct CPG or its successor to use Commercially Reasonable efforts to comply with this provision.

18.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date, is incorporated into this ESA by reference, and that it shall be construed harmoniously with this ESA to the greatest practicable extent; notwithstanding the foregoing, but subject in all events to Governmental Rules, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Aggregator will provide advance notice of any proposed amendments to the Plan to Competitive Supplier and thereafter 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 18.4 of this ESA.

18.14 ADVERTISING LIMITATIONS

18.14.1 Advertising and Marketing

The Parties agree not to use the name of the other Party or make any reference to the other Party without the prior written consent of the other Party (which may be via email) in any advertising or marketing materials. Any proposed use of the name of a Party must be submitted in writing for agreement and prior approval. The Parties may elect to collaborate to prepare pre-approved marketing for the Aggregator or for the Competitive Supplier to utilize during the Term of this ESA without approval for each usage.

18.14.2 Trademark and Trade Name

The Aggregator acknowledges that either the Competitive Supplier or 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 Aggregator hereunder, and the Aggregator agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.15 PRESS RELEASES

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

18.16 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.

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18.17 SURVIVAL OF OBLIGATION

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

18.18 REMEDIES

18.18.1 General

Subject to the limitations set forth in Article 18.18.2 below and Article 4, the Aggregator 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.

18.18.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS ESA OR THE COMPETITIVE SUPPLIER'S PERFORMANCE HEREUNDER. THE COMPETITIVE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO A PARTICIPATING CONSUMER'S EQUIPMENT OR FACILITIES.

18.18.3 Jury Trial Waiver

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESA. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESA.

18.19 INTERPRETATION

Where (i) the terms of a particular provision expressly identifies such provision as essential or material and (ii) the breach of the provision would be an Event of Default, the omission of similar terms in other provisions of this ESA shall not be interpreted to mean that such other provisions are not essential or material, or that a breach of such other provisions would not be a material breach or Event of Default.

[SIGNATURES ON FOLLOWING PAGE]

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

[COMPETITIVE SUPPLIER]

By: _____
Name: _____
Title: _____
Address: _____

Dated: _____

CITY OF SPRINGFIELD

By: _____
Name: Domenic J. Sarno
Title: Mayor
Address: 36 Court Street
Springfield, MA 01103

Dated: _____

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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EXHIBIT A

Enrollment and Pricing Procedures

Enrollment procedures

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch {if applicable}	• Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice			
New Eligible Consumers	• Will be initially placed on Basic Service • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice • May request enrollment at any time after becoming eligible.			• May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• May request re-enrollment at any time			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• May request enrollment at any time			

Pricing procedures

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	• Program rate for standard product			
New Eligible Consumers	• Program rate for standard product			• Then-current market price for product selected
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• Program rate for product selected			• Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• Program rate for product selected			• Then-current market price for product selected

Exhibit A

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APPENDIX A

FORM OF PRICE AND TERM APPENDIX NO. 1 Springfield's Community Choice Power Supply Program

This Price and Term Appendix shall establish the Delivery Term and Retail Prices to be charged to Participating Consumers during the Delivery Term (as defined below) regarding the sale/purchase of All-Requirements Power Supply specified herein under the terms and conditions under the Electric Service Agreement, dated [DATE] ("ESA") between Competitive Supplier and the Aggregator, as specified and modified herein.

- 1. Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

OPTIONAL [X] PRODUCT *{include only if applicable}*

[Eligible Consumers will only be enrolled in the optional [X] product if they elect it.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

OPTIONAL [Y] PRODUCT *{include only if applicable}*

[Eligible Consumers will only be enrolled in the optional [Y] product if they elect it.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

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2. Terms for System Supply Service

- (a) **Delivery Term:** The Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of [] (the "Delivery Term Start Month") (billed in arrears, therefore the [] billing statements) and terminating with the Participating Consumers' first meter read dates for the month of [] (the "Delivery Term End Month") (final bill, therefore the [] billing statements).
- (b) **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.

3. Product Definition(s)

The table below defines each Product set out in Section 1 of this Price and Term Appendix, including the type and quantity of any Voluntary Renewable Energy included in each Product, as applicable.

Product	Voluntary Renewable Energy	Quantity	
		% of Program Load	Alternate Description
Standard Product			
Optional [X] Product <i>{include only if applicable}</i>	[MA Class I]	[10%]	
Optional [Y] Product <i>{include only if applicable}</i>	[MA Class I]	[20%]	[excluding biomass]

4. Renewable Energy Obligations

- a) The Retail Prices set out in Section 1 of this Price and Term Appendix are inclusive of all Renewable Energy Obligations as of the signature date below.
- b) The table below defines the Party responsible for specific components of the Renewable Energy Obligations for each of the Products defined in Section 1 of this Price and Term Appendix.

Product	Renewable Energy Standards	Voluntary Renewable Energy <i>{include column only if applicable}</i>
Standard Product	Competitive Supplier	[n/a or Competitive Supplier]
Optional [X] Product <i>{include row only if applicable}</i>	Competitive Supplier	[n/a or Competitive Supplier]

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Optional [Y] Product <i>{include row only if applicable}</i>	Competitive Supplier	[Competitive Supplier]
---	-------------------------	---------------------------

- c) *{include only if applicable}* Competitive Supplier shall create and manage a Program GIS Account pursuant to Article 5.4.1 of this ESA.

5. All-Requirements Power Supply

For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to: (a) [e.g., ISO-NE Inventoried Energy Program, as approved by FERC June 18, 2020 (ER19-1428-003)], (b) [____], and (c) [____]. *{include only if necessary, and listed items shall be consistent with RFP issued in relation to the Delivery Term of this Price and Term Appendix}*

6. **Consultant Fee:** Competitive Supplier shall include the Consultant Fee in the Retail Prices for each Product and Competitive Supplier shall pay to CPG the volumetric fee set out below multiplied by Participating Consumers' metered usage.

Consultant Fee: [\$0.0010/kWh]

7. **Operational Adder:** *{include only if applicable}* Competitive Supplier shall include the Operational Adder, in the Retail Prices for each Product and Competitive Supplier shall pay to the Aggregator the following volumetric fee multiplied by Participating Consumers' metered usage:

Operational Adder: [\$0.0000]/kWh

8. Consumer Awareness Costs:

Initial Opt-Out Notice: *{include only if applicable; may be applicable when existing Program switches to different Competitive Supplier}* The Competitive Supplier shall conduct an opt-out mailing as directed by the Aggregator in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date pursuant to Article 3.2 of the ESA.

Program Promotions: *{include only if applicable}* *{include description detail from RFP}* The Program Promotions Cap pursuant to Article 3.4 of the ESA is [\$00,000.00]/calendar year.

9. Ratification of the Terms and Conditions of the ESA

- a) Except as expressly amended or waived by this Price and Term Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the ESA are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

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- b) Nothing in this Price and Term Appendix shall, or shall be construed to, alter or amend any other Price and Term Appendices.

10. Counterparts: This Price and Term Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument. This Price and Term Appendix constitutes part of and is subject to the terms and provisions of the ESA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Price and Term Appendix on their behalf as of the date first above written.

[COMPETITIVE SUPPLIER]

By: _____
Name:
Title:

CITY OF SPRINGFIELD

By: _____
Name: Domenic J. Sarno
Title: Mayor

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX B

MONTHLY CONSULTANT FEE PAYMENT REPORT TEMPLATE
[Consultant Payment/Usage Details]



Monthly
Consultant Payment

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX C

MONTHLY ENROLLMENT REPORT TEMPLATE



Monthly Enrollment
Report.xlsx

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX D

WEEKLY ENROLLMENT REPORT TEMPLATE



Weekly Enrollment
Report.xlsx

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

PLAN DE AGRUPACIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

OBJETIVO DEL PLAN DE AGRUPACIÓN

La Ciudad de Springfield (“Ciudad”) desarrolló el Plan de Agrupación (“Plan”) en cumplimiento con las leyes de Massachusetts con respecto a la agrupación pública de consumidores de energía eléctrica. Contiene la información necesaria sobre la estructura, las operaciones, los servicios, el financiamiento y las políticas del Plan de la Ciudad. Para desarrollar el Plan, se solicitó asesoramiento a un consultor de agrupación municipal (Consultor), en principio, Colonial Power Group, Inc. (CPG) y al Departamento de Recursos Energéticos de Massachusetts (Massachusetts Department of Energy Resources, DOER).

El objetivo del Programa de Suministro de Energía de Elección Comunitaria, antes publicado con el nombre de Programa Ecológico de Agrupación Municipal, es permitir a la Ciudad conseguir un suministro eléctrico competitivo en nombre de los residentes y las empresas a fin de ahorrar costos y lograr la estabilidad en los precios. Se busca agrupar a los consumidores de la Ciudad en la negociación de las tarifas de suministro eléctrico, para lo cual se reúne el poder adquisitivo de más de 155,000 consumidores. Además, la Ciudad busca asumir un mayor control sobre las opciones de energía, incluido el aumento de la capacidad de buscar estabilidad en los precios, oportunidades de ahorro y la cantidad de energía renovable lograda a fin de respaldar el Plan de Acción Climática y Resiliencia de la Ciudad. Sin embargo, no se puede garantizar el ahorro. La participación es voluntaria para cada consumidor. Los consumidores tienen la oportunidad de rechazar el servicio brindado a través del Plan y elegir cualquier Proveedor Competitivo que deseen. La Ciudad distribuyó este Plan para su revisión pública antes de enviarlo al Departamento de Servicios Públicos de Massachusetts (“Departamento”).

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REQUISITOS PARA LA AGRUPACIÓN MUNICIPAL

La Ley de Reestructuración de Servicios Eléctricos de Massachusetts de 1997 (“Ley de Reestructuración”) incluye varios requisitos para los encargados de la agrupación municipal. Un requisito consiste en desarrollar un plan de agrupación con el asesoramiento del DOER. El Plan está sujeto a revisión por parte de los consumidores en el municipio participante y a la aprobación por parte del Departamento.

1 EL PROCESO DE AGRUPACIÓN MUNICIPAL

La agrupación municipal consiste en un proceso público de varios pasos, que se describen a continuación:

- 1.1 Votación y autorización para convertirse en un encargado de la agrupación pública.
- 1.2 Desarrollo del Plan con el asesoramiento del DOER.
- 1.3 Revisión del Plan por parte del alcalde, el Consejo Municipal y los consumidores.
- 1.4 Votación del Plan por parte del Consejo Municipal.
- 1.5 Presentación del Plan para su aprobación por parte del Departamento.
- 1.6 Audiencia pública sobre el Plan celebrada por el Departamento.
- 1.7 Selección de la fecha para la recepción de las condiciones de precios de parte de los Proveedores Competitivos.
- 1.8 Selección del Proveedor Competitivo por parte del alcalde.
- 1.9 Notificación de inscripción para consumidores elegibles.¹
- 1.10 Inicio del período de elección de exclusión (37 días antes de la fecha de la primera prestación del servicio).
- 1.11 Traspaso de los Consumidores Participantes al Proveedor Competitivo.

Además de este proceso, los encargados de la agrupación municipal deben cumplir con las leyes de reuniones abiertas, normas éticas y ciertos requisitos de licitación pública y notificación.

¹ El término “consumidores elegibles” tiene un significado equivalente a “clientes elegibles” según lo define el Departamento en Programas de Agrupación Municipal, documento D.P.U. 16-10, 19 (2017). Esto incluye a (1) clientes del Servicio Básico; (2) clientes del Servicio Básico que indicaron que no desean que se comparta su información de contacto con los Proveedores Competitivos con fines de mercadotecnia y (3) clientes que reciben Servicio Básico más un producto de energía ecológica opcional que permite la inscripción simultánea en el Servicio Básico o en un suministro competitivo. Esto excluye a (1) clientes del Servicio Básico que solicitaron a su Distribuidor local que no los inscriba en el suministro competitivo; (2) clientes del Servicio Básico inscritos en un producto de energía ecológica que prohíbe el cambio a un Proveedor Competitivo y (3) clientes que reciben un servicio de suministro competitivo.

2 PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD

La Ciudad ofrece un programa para alcanzar sus metas: el Programa de Suministro de Energía de Elección Comunitaria de Springfield (“Programa”).

El Programa está diseñado para ofrecer una opción competitiva a los consumidores elegibles y para incorporar otras condiciones favorables económicas y no económicas en los contratos de servicio; sin embargo, no se puede garantizar el ahorro. La Ciudad no compra ni vende energía, pero representa los intereses de los consumidores para establecer las condiciones del servicio. A través de una licitación competitiva y un proceso de negociación, la Ciudad celebra un contrato con un Proveedor Competitivo para garantizar un servicio total seguro. El contrato tiene un plazo fijo. El proceso de aprobación del contrato incluye chequeos y balances. Una vez que se negoció el contrato con el Consultor de la Ciudad, se envía al alcalde para su aprobación. Por último, los consumidores elegibles se inscribirán automáticamente en el Programa, a menos que ejerzan su derecho de exclusión. Los consumidores elegibles pueden optar por excluirse del Programa y seleccionar el Servicio Básico o el suministro de energía de cualquier otro Proveedor Competitivo que deseen, en cualquier momento, antes o después de la inscripción en el Programa de la Ciudad. Los consumidores elegibles no están obligados a recibir servicios conforme al contrato de la Ciudad. [Consulte la sección 5.1.6 para obtener información detallada sobre el proceso de elección de exclusión].

2.1 ESTRUCTURA ORGANIZATIVA

El gobierno de la Ciudad se compone de un alcalde y un Consejo Municipal de trece personas. El alcalde supervisa las operaciones diarias. El primer martes de noviembre se llevan a cabo las elecciones municipales.

El Consejo Municipal está compuesto por trece miembros electos por un período de dos años. Las reuniones ordinarias se realizan el primer y el tercer lunes de cada mes por la tarde a las 7:00 p. m. en el ayuntamiento, a menos que la presidencia del Consejo Municipal ordene algo diferente. También deben celebrar otras reuniones de manera periódica. El alcalde actúa como el director ejecutivo de la ciudad y el Consejo Municipal como el poder legislativo, y ambos son responsables del bienestar general de la comunidad. En la Carta Municipal se establecen las facultades y responsabilidades específicas del Consejo Municipal. El rol operativo de la Ciudad y su Consultor en relación con los consumidores se presenta y describe en las siguientes páginas.

2.2 NIVELES OPERATIVOS

El Programa de la Ciudad consta de cinco niveles operativos, que se describen a continuación:

2.2.1 Primer nivel: Consumidores

Los consumidores representan la máxima autoridad con respecto al Programa y sus funciones. Pueden elegir a los candidatos para el Consejo Municipal, quienes pueden asumir puestos relacionados con el Programa. Pueden participar en reuniones y audiencias locales y regionales con respecto a asuntos

relacionados con la reestructuración, en general, y con el Programa de la Ciudad, en particular. Pueden asistir a las reuniones y expresar sus opiniones.

Todo consumidor elegible de la Ciudad puede participar en el Programa de la Ciudad. Todos los consumidores elegibles también tendrán la capacidad de rechazar el servicio del Proveedor Competitivo y elegir cualquier otra opción de suministro de energía que deseen, o mantener el Distribuidor local, Eversource Energy (“Eversource”, anteriormente WMECo). Los consumidores elegibles que no estén satisfechos con los servicios prestados conforme al contrato negociado por la Ciudad también pueden comunicarse directamente por correo electrónico o al número telefónico gratuito con el Proveedor Competitivo o el Consultor de la Ciudad para recibir ayuda con la implementación del Plan a fin de intentar modificar o mejorar el servicio. Los consumidores elegibles también pueden optar por excluirse en cualquier momento, para lo cual deben comunicarse con el Proveedor Competitivo. Los consumidores elegibles también pueden presentar cuestiones al Consejo Municipal.

2.2.2 Segundo nivel: Alcalde

En función de su facultad existente, o la facultad otorgada por los votantes en las elecciones municipales, el alcalde puede actuar en cuestiones relacionadas con el Programa o las políticas y recomendaciones del contrato. El alcalde puede evaluar y enviar un plan al Consejo Municipal para su aprobación. Además, puede brindar orientación al Consultor de la Ciudad sobre políticas específicas o decisiones que se pueden tomar conforme al Programa.

2.2.3 Tercer nivel: Consejo Municipal

En función de su facultad existente, o la facultad otorgada por los votantes en las elecciones municipales, el Consejo Municipal puede aprobar los planes que propone el alcalde. También puede plantear cuestiones presentadas por los consumidores para que la Ciudad las aborde.

2.2.4 Cuarto nivel: Consultor

Como representante de la Ciudad, el Consultor se encarga de la gestión y supervisión diaria de los asuntos comerciales del Programa conforme al contrato celebrado. El Consultor se desempeña como el representante de adquisiciones de la Ciudad, y utiliza al personal existente para solicitar servicios según lo exigido por la Ciudad. Además, el Consultor ofrece un espacio de oficina y apoyo administrativo para coordinar las operaciones del Programa.

Este apoyo administrativo incluye lo siguiente:

- comunicaciones;
- desarrollo de programas;
- archivo de datos;
- supervisión y mantenimiento del Programa.

2.2.5 Quinto nivel: Proveedores Competitivos

Los Proveedores Competitivos celebran un contrato con la Ciudad a través del alcalde. El Consultor se encarga de negociar y supervisar el contrato, y de realizar recomendaciones al respecto. El contrato no es vinculante antes de la aprobación de parte del alcalde. Todas las responsabilidades del Proveedor Competitivo se detallan en el Acuerdo de Servicio Eléctrico (Electric Service Agreement, ESA) entre la Ciudad y el Proveedor Competitivo.

2.3 OPERACIONES

Las disposiciones y las metas incluidas en este Plan, y las instrucciones y decisiones del alcalde, el Consultor y los consumidores participantes sirven de guía para las operaciones del Programa.

A continuación, se detallan las metas de este Plan:

- Sentar las bases para la agrupación de consumidores elegibles sin discriminación.
- Adquirir una tarifa de mercado para el suministro de energía y precios transparentes.
- Permitir que los consumidores elegibles que eligen no participar puedan optar por excluirse.
- Proporcionar una rendición de cuentas total a los consumidores participantes.

2.4 PERSONAL

Las operaciones necesarias para planificar, proveer y gestionar el Programa de la Ciudad incluyen lo siguiente:

- análisis técnico;
- prestación competitiva de servicios;
- autorizaciones normativas;
- contabilidad y gestión fiscal;
- mantenimiento del contrato;
- comunicaciones;
- coordinación del programa;
- apoyo administrativo.

La Ciudad tiene previsto utilizar el asesoramiento profesional, técnico y jurídico del Consultor para gestionar el Programa. El Consultor es un intermediario de electricidad con licencia de Massachusetts (EB-107). Tiene experiencia en el diseño, la implementación y la administración de programas de agrupación municipal con opción de exclusión.

El Consultor será responsable de supervisar todos los aspectos del Programa y cualquier acuerdo contractual resultante, y tiene, además, las siguientes responsabilidades, entre otras: supervisión y registro del cumplimiento de todos los términos y condiciones del contrato; resolución de problemas relacionados con el contrato; implementación del proceso de elección de exclusión para los consumidores; participación en las negociaciones con Eversource; preparación de informes, según lo indicado; y actualizaciones de rutina y asistencia a reuniones con el alcalde y el Consejo Municipal.

El Consultor desarrolló el Programa en nombre de la Ciudad con el apoyo de consultores técnicos y jurídicos. Una vez que el contrato está garantizado, el Consultor administrará el Programa.

El Consultor llevará a cabo las negociaciones con los Proveedores Competitivos y proporcionará representación a nivel estatal, según sea necesario, con la dirección del alcalde y el Consejo Municipal. Los términos y condiciones de todo contrato pueden estar sujetos a revisión por parte del abogado de la Ciudad y de un asesor jurídico externo, quien puede ser seleccionado por la Ciudad, y también puede estar sujeto a la autorización del abogado de la Ciudad como figura jurídica.

3 OFERTAS DE PRODUCTOS

La Ciudad solicitará licitaciones de suministro de energía de Proveedores Competitivos que (1) cumplan con las normas de la cartera de energías renovables (Renewable Portfolio Standard, RPS) de Massachusetts requeridas y (2) proporcionen Certificados de Energías Renovables (Renewable Energy Certificates, REC) adicionales. La Ciudad puede solicitar REC, en distintos porcentajes, de diversas fuentes renovables, tanto locales como nacionales, p. ej., energía eólica, solar, hídrica y geotérmica, entre otras.

La Ciudad solicitará a los Proveedores Competitivos que identifiquen la tecnología, la antigüedad y la ubicación de los generadores de energía renovable que son las fuentes de los REC. La Ciudad exigirá que los REC se creen y registren en el Sistema de Información de Generación de New England Power Pool o cuenten con certificación de un tercero como Green-e.

3.1 PRODUCTO ESTÁNDAR

Todos los consumidores elegibles se inscribirán en el producto estándar de la Ciudad, a menos que opten expresamente por excluirse del programa. El producto estándar de la Ciudad puede incorporar REC más allá del mínimo requerido por la RPS de Massachusetts. La Ciudad evaluará las licitaciones y seleccionará un producto estándar que aborde los objetivos de la Ciudad con respecto al precio y el contenido de energía renovable en el momento de dicha decisión.

3.2 PRODUCTO OPCIONAL

La Ciudad también puede ofrecer uno o más productos opcionales. Los consumidores elegibles solo se inscribirán en un producto opcional de la Ciudad si lo eligen expresamente. Los productos opcionales de la Ciudad pueden incorporar REC más allá del mínimo requerido por la RPS de Massachusetts, pero no están obligados a hacerlo. Los productos con un mayor porcentaje de energía renovable generalmente están disponibles por un costo adicional y proporcionarán a los consumidores opciones alternativas en cuanto al saldo de precios y beneficios medioambientales.

4 FINANCIAMIENTO

El financiamiento inicial del Programa de la Ciudad proviene de capital privado suministrado por CPG. El ESA con un Proveedor Competitivo incluirá un honorario de \$0,001 por kWh que el Proveedor Competitivo pagará al Consultor (“Honorarios de consultoría”). Los Honorarios de consultoría

financiarán los costos vigentes del Programa. Los costos del lanzamiento, a cargo del Consultor, incluyen costos de representación legal, asesoramiento al público y comunicaciones. Los costos de envíos por correo estarán a cargo del Proveedor Competitivo.

5 ACTIVACIÓN Y TERMINACIÓN

5.1 ACTIVACIÓN

Luego del proceso de agrupación municipal y adquisición competitiva del contrato propuesto por parte de la Ciudad, la activación del Programa implica los siguientes pasos:

- a) Autorización del Plan por parte del Departamento.
- b) Aceptación de los ESA por parte del alcalde.
- c) Firma del ESA por parte del alcalde.
- d) Notificación de Inscripción para consumidores elegibles.
- e) Notificación de Eversource
- f) Inicio del período de elección de exclusión.
- g) Traspaso de los Consumidores Participantes al Proveedor Competitivo.

A continuación, se describe cada uno de estos pasos:

5.1.1 Autorización del Plan por parte del Departamento

La Ciudad, a través de su Consultor, presentará este Plan ante el Departamento. El Departamento tiene la obligación de celebrar una audiencia pública en relación con el Plan.

5.1.2 Aceptación de los ESA por parte del alcalde

Todos los contratos negociados por la Ciudad estarán expresamente condicionados por su aceptación por parte del alcalde. Los Proveedores Competitivos y los contratos deben cumplir con todas las leyes, normas y regulaciones vigentes promulgadas por el Departamento con respecto a los Proveedores Competitivos.

5.1.3 Firma del ESA por parte del alcalde

Con la firma del contrato por parte del alcalde, los términos y condiciones del contrato se aplicarán al servicio brindado a los consumidores elegibles dentro de los límites municipales de la Ciudad, a excepción de aquellos consumidores elegibles que opten expresamente por excluirse del Programa.

5.1.4 Asesoramiento de consumidores y notificación de inscripción para consumidores elegibles

La Ciudad desarrolló un Plan de Asesoramiento y Difusión (“Plan de Asesoramiento”) que describe las estrategias e iniciativas de difusión que implementará para notificar a los consumidores elegibles sobre el Programa y su derecho a optar por excluirse. El Plan de Asesoramiento de la Ciudad está disponible en el sitio web del Programa (<https://colonialpowergroup.com/springfield/>).

Luego de la aprobación del contrato por parte de la Ciudad, el Proveedor Competitivo deberá notificar a todos los consumidores elegibles sobre el Servicio Básico para que puedan inscribirse en él. Eversource proporcionará una lista de los consumidores elegibles al Proveedor Competitivo y al Consultor. Eversource transmitirá de manera electrónica el nombre, la dirección y la cuenta de los consumidores elegibles y publicará esta información justo antes de la lectura del medidor en la que se producirá el cambio al Proveedor Competitivo para garantizar que solo se inscriban los consumidores elegibles. Solo se enviarán avisos de exclusión a los consumidores elegibles vigentes. La Ciudad también puede notificar de manera general a todos los consumidores que reciben el servicio competitivo sobre su elegibilidad para recibir energía del Proveedor Competitivo de la Ciudad. Al hacer esto, la Ciudad divulgará de manera evidente en cualquier notificación que dichos consumidores pueden estar sujetos a penalizaciones o cargos por terminación anticipada si cambian del servicio competitivo al Programa de la Ciudad durante el plazo del contrato de suministro competitivo. Con al menos 10 días de anticipación a la fecha de emisión, la Ciudad debe proporcionar al Departamento una copia de cualquier notificación que se proponga enviar a los consumidores del suministro competitivo con el fin de notificar a dichos consumidores sobre su elegibilidad para recibir energía del Programa de la Ciudad. Una vez que se ha enviado la notificación correspondiente al consumidor elegible y se cumplen los requisitos de elección de exclusión pertinentes, el Proveedor Competitivo inscribirá por medios electrónicos al consumidor elegible, y enviará una transacción de “inscripción del cliente” a Eversource de acuerdo con las normas y los procedimientos establecidos en el Informe de Grupo de Trabajo de Transacciones Electrónicas Comerciales (Electronic Business Transaction, EBT), lo que es válido para todos los Proveedores Competitivos y empresas de distribución de Massachusetts.

El proceso de notificación consta de varias etapas e incluye lo siguiente:

- correos enviados por la Ciudad;
- avisos en periódicos;
- anuncios de servicios públicos (Public Service Announcement, PSA);
- avisos publicados en el sitio web del ayuntamiento y de la Ciudad.

Antes de la inscripción, la notificación incluirá lo siguiente:

- Información para los consumidores elegibles sobre su derecho a optar por excluirse de la entidad agrupada sin penalización y elegir el Servicio Básico en cualquier momento antes o después del primer día de servicio.
- Detalles visibles de todos los cargos que se realizarán y una comparación de los precios y los principales términos del contrato de la Ciudad en comparación con los precios y los términos del Servicio Básico de Eversource.
- Explicación del proceso de elección de exclusión.
- Información por escrito sobre el hecho de que no habrá cargos asociados con la elección de exclusión por parte del Proveedor Competitivo.
- Información para los consumidores elegibles sobre el hecho de que no se pueden garantizar ahorros.

Cuando un nuevo consumidor elegible se muda a la Ciudad por primera vez, no se le asignará al Proveedor Competitivo de la Ciudad hasta que el Proveedor Competitivo envíe una transacción de

“inscripción del cliente”. Antes de dicha transacción de “inscripción del cliente”, el consumidor elegible recibirá el Servicio Básico. El Proveedor Competitivo es responsable de incluir a los nuevos consumidores elegibles en el Programa cuando se mudan a la Ciudad mediante el envío de correos electrónicos cada tres meses de Eversource para la notificación e inscripción de acuerdo con los procedimientos posteriores a la inscripción inicial.

A continuación, se detalla el cronograma aproximado de los principales pasos relacionados con la notificación de los consumidores:

Día 1	Contrato de suministro celebrado entre la Ciudad y el Proveedor Competitivo.
Día 2	Notificación del Proveedor Competitivo a Eversource para la preparación de la información de los consumidores elegibles de la Ciudad.
Día 3	Inicio de las pruebas de intercambio electrónico de datos (Electronic Data Interchange, EDI) con Eversource por parte del Proveedor Competitivo.
Día 14	Recepción de la información de los consumidores elegibles por parte del Proveedor Competitivo enviada por Eversource.
Día 18	Envío del aviso de exclusión a todos los consumidores elegibles por parte del Consultor o el Proveedor Competitivo.
Día 21	Recepción del aviso de exclusión por parte de los consumidores elegibles; inicio del período de elección de exclusión.
Día 21 a 51	Devolución al Proveedor Competitivo de la tarjeta de respuesta con elección de exclusión por parte de los consumidores elegibles en sobre prepagado.
Día 33	Realización de pruebas de EDI con Eversource por parte del Proveedor Competitivo.
Día 51	Fecha límite para que consumidores elegibles coloquen el matasellos en la tarjeta de respuesta de elección de exclusión para evitar la inscripción automática.
Día 55	Retiro de los consumidores que optaron por excluirse de la lista de consumidores elegibles por parte del Proveedor Competitivo.
Día 55	Primera fecha en que el Proveedor Competitivo puede enviar inscripciones de EDI para los consumidores participantes.

Los plazos de inscripción permitirán garantizar que todos los consumidores elegibles tenga un período completo de 30 días para optar por excluirse, además de un período adicional de 6 días para considerar los correos (p. ej., 3 días para el envío del aviso de exclusión a los consumidores elegibles y 3 días para el envío de la tarjeta de respuesta de elección de exclusión al Proveedor Competitivo por correo). Por consiguiente, el período de elección de exclusión finaliza 36 días después del envío del aviso de exclusión. Los consumidores participantes se inscriben con el Proveedor Competitivo en la siguiente lectura del medidor, siempre que la transacción de inscripción se envíe al menos 37 días después del envío del aviso de exclusión y 2 días hábiles completos antes de la lectura del medidor. Un consumidor elegible no se inscribirá automáticamente cuando se devuelva un aviso de exclusión por no haberse podido entregar.

Según la experiencia de nuestro Consultor con programas de agrupación anteriores, la Ciudad, el Proveedor Competitivo y Eversource necesitan aproximadamente dos meses para completar el proceso de notificación e inscripción del consumidor.

Los métodos a través de los cuales se inscribirá a los consumidores elegibles en el Programa son coherentes con los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, con sus enmiendas o sustituciones periódicas.

5.1.5 Notificación de Eversource

Junto con la notificación de los consumidores elegibles, la Ciudad notificará a los Proveedores Competitivos seleccionados y a Eversource para que comiencen la preparación del proceso administrativo para el traspaso de los consumidores elegibles de acuerdo con el ciclo de facturación de cada consumidor elegible. Además, o en combinación con la notificación de la Ciudad, el Proveedor Competitivo seleccionado puede notificar a Eversource para que comience la preparación del proceso administrativo.

5.1.6 Inicio del período de elección de exclusión

Los consumidores elegibles pueden optar por excluirse del servicio del Programa sin ningún cargo, ya sea antes la fecha límite de inicio del servicio o en cualquier momento luego del primer día de servicio. Los consumidores participantes que deseen regresar al Servicio Básico de Eversource deben notificar al Proveedor Competitivo o a Eversource con una anticipación de cinco días hábiles o más a la fecha de la siguiente lectura del medidor programada. Conforme a los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, los consumidores residenciales participantes se transferirán al Servicio Básico de Eversource en un plazo de dos días hábiles si notifican directamente a Eversource su intención de terminar el servicio de generación de energía del Proveedor Competitivo. Si un consumidor comercial o industrial notifica directamente a Eversource su elección de terminar el servicio de generación de energía del Proveedor Competitivo, dicho servicio terminará en la fecha de la siguiente lectura del medidor programada. Si un cliente residencial, comercial o industrial notifica al Proveedor Competitivo su elección de terminar el servicio de generación de energía, dicha terminación tendrá lugar en la fecha de la siguiente lectura del medidor programada, siempre que el Proveedor Competitivo haya enviado la transacción a Eversource con al menos dos días de anticipación a la fecha de lectura del medidor. No habrá cargos por regresar al Servicio Básico de Eversource de esta manera. La Ciudad y el Proveedor Competitivo pueden negociar otras oportunidades para la elección de exclusión de los consumidores elegibles, las cuales se incluirán en los términos del contrato presentado al Consejo Municipal y al alcalde y en la información pública que se ofrece a cada consumidor elegible. Sin embargo, dichas oportunidades deben ser aprobadas por el Departamento (incluido todo asesoramiento al público e información de difusión que se proporcione a los consumidores elegibles con este fin). Los consumidores elegibles que opten por excluirse y posteriormente deseen volver a inscribirse, se inscribirán conforme a los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, con sus enmiendas o sustituciones periódicas. [Consulte la sección 8 para obtener más información].

5.1.7 Traspaso de los Consumidores Participantes al Proveedor Competitivo

El proceso de activación es una función administrativa que consta de tres partes:

- a) Preparación de la información: Eversource identificará a los consumidores elegibles según lo define el Departamento en Programas de Agrupación Municipal, documento DPU 16-10, 19 (2017).

- b) Inscripción automática: Todos los consumidores elegibles verificados se transferirán al Proveedor Competitivo de la Ciudad de acuerdo con los períodos de facturación de Eversource, a menos que hayan enviado con anterioridad una notificación sobre su intención de optar por excluirse de acuerdo con las fechas límite establecidas. Los consumidores elegibles se inscribirán con el nuevo Proveedor Competitivo en el plazo de un mes. El servicio del nuevo Proveedor Competitivo comenzará al inicio del período de facturación posterior al traspaso.
- c) Notificación: Eversource notificará a cada consumidor participante transferido sobre el cambio al Proveedor Competitivo de la Ciudad en su última factura del Servicio Básico.

5.2 TERMINACIÓN

El Programa podrá terminar de dos maneras:

- Ante la finalización o el vencimiento del contrato sin la negociación de una extensión, una renovación o un contrato subsiguiente.
- Ante la decisión del alcalde y el Consejo Municipal de terminar el Programa.

Cada consumidor participante que reciba servicio del Programa de la Ciudad recibirá una notificación sobre la terminación del Programa con una anticipación de 90 días a dicha terminación.

En el caso de la terminación del contrato, los consumidores participantes podrían regresar al Servicio Básico de Eversource o elegir un Proveedor Competitivo. Este traspaso se realizaría en coordinación con Eversource mediante los protocolos de EDI establecidos y de acuerdo con las normas y los procedimientos establecidos en el Informe de Grupo de Trabajo de EBT.

6 MÉTODOS PARA CELEBRAR Y TERMINAR ACUERDOS

El proceso de la Ciudad para celebrar, modificar, aplicar y terminar todos los acuerdos asociados con el Programa debe cumplir con los requisitos de la Carta de la Ciudad y las leyes estatales y federales. Cuando sea necesario, se deben seguir los procedimientos descritos en MGL, capítulo 30B. Otros acuerdos se pueden celebrar, modificar o terminar de acuerdo con las leyes y las disposiciones expresas del acuerdo pertinente.

Antes de la finalización del ESA inicial, el Consultor será responsable de llevar a cabo otro proceso de licitación para un nuevo ESA. El alcalde es responsable de ejecutar un nuevo ESA. Se notificará a los clientes a través de comunicados de prensa y avisos públicos. No se enviarán por correo nuevos avisos de exclusión. La Ciudad no utilizará mensajes o anexos en las facturas. Sin embargo, Eversource puede incluir mensajes en las facturas para notificar a los consumidores sobre el cambio de proveedor. El nuevo proveedor se encargará del traspaso de los clientes del proveedor existente al nuevo proveedor, en coordinación con Eversource, mediante los protocolos de EDI establecidos.

La Ciudad notificará a Eversource sobre la terminación o extensión planificada del Programa. En particular, la Ciudad notificará a Eversource:

- 90 días antes de la terminación planificada del Programa;
- 90 días antes de la finalización del plazo anticipado del ESA del Programa;
- 4 días hábiles después de la negociación exitosa de un nuevo acuerdo de servicio eléctrico.

Con respecto a la terminación planificada del Programa, la Ciudad también notificará al director de la División de Consumidores del Departamento al mismo tiempo que notifica a Eversource (es decir, con 90 días de anticipación). Dicha notificación al Departamento incluirá copias de todos los avisos públicos, los comunicados de prensa, las publicaciones en el ayuntamiento y los sitios web, y cualquier otra comunicación que la Ciudad pretenda proporcionar a los consumidores con respecto a la terminación del Programa y el regreso de los consumidores participantes al Servicio Básico de Eversource.

7 FIJACIÓN DE TARIFAS, COSTOS Y FACTURACIÓN

Las tarifas y los términos según los cuales la Ciudad ofrecerá el Programa se negociarán con los Proveedores Competitivos. Todos los cargos que el Proveedor Competitivo cobre al consumidor participante se divulgarán de manera completa y visible en el proceso de notificación.

Eversource continuará proporcionando las lecturas del medidor, la facturación y el mantenimiento del sistema de distribución como una función monopólica regulada. El Departamento regula los cargos por la lectura de los medidores, la facturación y otros servicios de distribución, a menos que se disponga lo contrario según las leyes o las normas y regulaciones del Departamento.

7.1 FIJACIÓN DE TARIFAS

Según las disposiciones del Departamento, Eversource fija la clasificación de tarifas y el carácter correspondiente del servicio y las tarifas reguladas asociadas. Estas tarifas incluyen un cargo de cliente mensual, un cargo de distribución, un cargo de transmisión, un cargo de transición, un cargo de ahorro energético y un cargo de energía renovable que actualmente constituyen una sección de la factura del contribuyente. Si bien la Ciudad, o su Consultor, puede participar en los procedimientos regulatorios y representar los intereses de los contribuyentes con respecto a estas tarifas reguladas, no fijará ni modificará las clasificaciones de tarifas existentes sin autorización del Departamento. [Consulte la sección 7.3 para ver un ejemplo de una factura residencial típica].

El eje central de la Ciudad, como se mencionó anteriormente, será la adquisición de precios y condiciones competitivos para el suministro de energía; sin embargo, no se pueden garantizar ahorros. Los precios se fijarán a través del proceso de licitación competitiva y negociación, y se mencionarán en la factura del consumidor participante como “generation charge” (cargo de generación de energía).

En el proceso de licitación competitiva, se buscarán precios que difieran de las clasificaciones de tarifas establecidas por Eversource. Los términos y condiciones de servicio también pueden variar entre las clasificaciones de tarifas.

Todo impuesto aplicable se facturará como parte del cargo por suministro de energía del Programa. Los consumidores participantes son responsables de identificar y solicitar una exención al cobro de impuestos, para lo cual deben proporcionar la documentación correspondiente al Proveedor Competitivo.

La Ciudad garantizará que los consumidores participantes estén al tanto de cualquier cambio en el precio del Programa y en las ofertas de productos. Esto se llevará a cabo mediante correo postal, comunicaciones electrónicas, los medios de comunicación, y reuniones y presentaciones públicas. Específicamente, la Ciudad notificará a los consumidores a través de los siguientes métodos: notificación por correo directo a los consumidores participantes (se recibirá en un plazo de 30 días como máximo antes de la fecha de entrada en vigencia del cambio de precio); sitios web de la Ciudad y del Programa; comunicados de prensa y programas de televisión por cable local y presentaciones en el ayuntamiento. Además, se colocarán avisos en periódicos, el ayuntamiento y edificios públicos (p. ej., bibliotecas, centro para adultos mayores, etc.). En dichas notificaciones, se describirán los detalles del Programa, incluido el precio, los términos, los cargos, las ofertas de productos (p. ej., contenido sobre energía renovable), el número telefónico gratuito y se informará a los consumidores participantes que pueden optar por excluirse del Programa en cualquier momento y regresar al Servicio Básico sin ningún cargo.

Al menos 30 días antes de la fecha de entrada en vigencia del plazo del nuevo contrato de suministro, se notificará dicho cambio a los consumidores participantes por correo. A los consumidores participantes que estén inscritos (i) en el producto estándar del Programa o (ii) en un producto opcional que se volverá a ofrecer en el nuevo contrato, se les notificará que se los volverá a inscribir en la misma oferta de producto a menos que afirmen expresamente que optan por excluirse o inscribirse en otro producto. Los consumidores participantes inscritos en un producto opcional del Programa que (i) no se ofrecerá conforme al nuevo contrato, o (ii) que ya no cumple con la oferta del producto según su descripción original, podrán elegir una nueva oferta de producto u optar por excluirse. Cualquier consumidor que no seleccione una opción o no opte por excluirse se inscribirá en el producto estándar del Programa.

Si hay algún cambio en la ley² que origine un aumento directo e importante en los costos o impuestos durante el plazo del ESA (consulte artículo 17 del ESA), la Ciudad intentará negociar un cambio en el precio u otras condiciones del Programa con el Proveedor Competitivo. Al menos 30 días antes de la implementación de dicho cambio, la Ciudad notificará a los consumidores participantes sobre dicho cambio en los precios, como se describió anteriormente.

Además, la Ciudad notificará al director de la División de Consumidores del Departamento antes de la implementación de dicho cambio en los precios del Programa en relación con un cambio en la ley (p. ej., evento regulatorio o impuestos nuevos). Dicha notificación al Departamento se llevará a cabo al menos 10 días antes de la notificación de la Ciudad a los consumidores participantes e incluirá copias de la notificación enviada, los avisos públicos, los comunicados de prensa, las publicaciones en el ayuntamiento y los sitios web, y cualquier otra comunicación que la Ciudad pretenda proporcionar a los consumidores con respecto al cambio en los precios del Programa.

En el caso de que el ESA finalice como consecuencia de un conflicto con respecto a un cambio en la ley, la Ciudad seguirá los procedimientos para la terminación del Programa. [Consulte la sección 5.2 y la sección 6 para obtener más información sobre el proceso de terminación].

² El término “cambio en la ley” define los términos “evento regulatorio” e “impuestos nuevos” según se usan dichos términos en el artículo 17 del ESA.

7.2 COSTOS

El financiamiento del Programa se obtiene de un honorario de consultoría de \$0,001 por kWh que el Proveedor Competitivo debe pagar al Consultor.

Además, la Ciudad puede financiar los costos de personal asociados al puesto de responsable de la coordinación de Sostenibilidad para respaldar las operaciones de su Programa de Agrupación a través de un Agregado Operativo equivalente a \$0.001 por kWh, como máximo, que el Proveedor Competitivo debe pagar a la Ciudad.

7.3 FACTURACIÓN

El Proveedor Competitivo contratado se encargará de la facturación de los consumidores participantes en virtud del Programa de la Ciudad y la incluirá en la facturación mensual estándar de servicios públicos. Los consumidores participantes recibirán una “factura completa” de Eversource que incluye el cargo por suministro de energía y los cargos por prestación de Eversource. La factura incluirá una descripción clara de todos los cargos regulados y no regulados.

En una “factura completa” residencial típica de un consumo de 600 kWh, se muestran los siguientes cargos del Servicio Básico de Eversource de enero de 2023:

Para clientes con un consumo mensual de 600 kWh		
	Tarifa (\$/kWh)	Cargo
Detalle de los servicios del proveedor (Tarifa: Servicio básico)		
Cargo por los servicios de generación de energía	\$0.21991	\$131.95
Monto total por los servicios del proveedor		\$131.95
Detalle de prestación de servicios (Tarifa: R1 Residencial)		
Cargo de cliente		\$10.00
Cargo por la distribución de energía	\$0.05243	\$31.46
Cargo de traspaso	(\$0.00411)	(\$2.47)
Cargo de transmisión	\$0.03812	\$22.87
Cláusula de ajuste de asistencia residencial	\$0.01376	\$8.26
Mecanismo de ajuste según las pensiones y otros beneficios posteriores a la jubilación distintos de las pensiones (Post-retirement Benefits Other than Pension, PBOP)	(\$0.00091)	(\$0.55)
Ajuste del costo del Servicio Básico	\$0.00318	\$1.91
Recargo por la obtención de la medición neta	\$0.00750	\$4.50
Ajuste del costo del Programa de Energía Solar	(\$0.00005)	(\$0.03)
Cargo de energía renovable	\$0.00050	\$0.30
Cargo del Programa de Eficiencia Energética	\$0.02233	\$13.40
Gastos de consultoría del fiscal general	\$0.00003	\$0.02

Ajuste del costo de la reserva de recuperación tras temporales	\$0.00312	\$1.87
Ajuste de costos exógenos	\$0.00100	\$0.60
Ajuste por desvinculación de ingresos	\$0.00304	\$1.82
Ajuste de los contratos renovables a largo plazo	(\$0.00306)	(\$1.84)
Cargos por la gestión de la vegetación	\$0.00140	\$0.84
Cargos por la recuperación de los costos de ampliación del Programa de Energía Solar	(\$0.00039)	(\$0.23)
Cargos por el factor de modernización de la red	\$0.00186	\$1.12
Cargos por el factor de crédito de la Ley Tributaria	(\$0.00161)	(\$0.97)
Cargos por la energía solar distribuida	\$0.00469	\$2.81
Cargos por la infraestructura de medidores avanzados	\$0.00318	\$1.91
Monto total por servicios prestados		\$97.61
Total de factura promedio		\$229.56

Fuentes:

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-delivery-rates>

Fecha de consulta: 1.º de enero de 2023

8 ACCESO UNIVERSAL

El “acceso universal” es un término que proviene del entorno tradicional de los servicios públicos regulados en el cual todos los consumidores que deseen un servicio reciben dicho servicio. La Guía para la Agrupación Municipal de Servicios de Electricidad de DOER de Massachusetts define el acceso universal como “la disponibilidad de servicios de electricidad suficientes para satisfacer las necesidades básicas (un conjunto de servicios básicos en evolución) para prácticamente todos los miembros de la población, independientemente de su ingreso”. La Guía también proporciona un plan de agrupación municipal que cumple con los requisitos del acceso universal “al brindar a todos los consumidores dentro de sus límites, la oportunidad de participar, ya sea que se cuenten actualmente con el Servicio Básico o el servicio de suministro de un Proveedor Competitivo”. A los fines del Programa de la Ciudad, esto significa que todos los consumidores existentes dentro de los límites de la Ciudad y todos los nuevos consumidores de la Ciudad serán elegibles para el servicio del Proveedor Competitivo conforme a los Términos y Condiciones del contrato. Una de las metas de la Ciudad, como se indica en la sección 2.3, es “Sentar las bases para la agrupación de consumidores elegibles sin discriminación”.

El servicio en virtud del Programa de la Ciudad incluirá clasificaciones de tarifas acordes a los principios y requisitos del servicio universal, y las prácticas tradicionales de no discriminación del gobierno local. Los contratos con los Proveedores Competitivos incluirán disposiciones que permitan mantener estos principios y el trato equitativo para todas las clasificaciones de tarifas.

Los consumidores elegibles existentes de la Ciudad se transferirán al Programa, a menos que hayan optado expresamente por excluirse del Programa.

Los consumidores elegibles de bajos ingresos estarán sujetos a todas las disposiciones existentes de las leyes estatales con respecto a su derecho de regresar al Servicio Básico, como así también de participar en el Programa.

Los nuevos consumidores elegibles de la Ciudad se inscribirán en el Programa, a menos que hayan optado expresamente por excluirse del Programa. Los nuevos consumidores elegibles conservarán el derecho de excluirse en cualquier momento, luego del inicio del servicio del Programa.

Los consumidores elegibles que anteriormente hayan optado por excluirse del Programa, a excepción de los consumidores considerados como grandes industrias, pueden solicitar su reinscripción en el Programa. El Proveedor Competitivo de la Ciudad volverá a inscribir a dichos consumidores elegibles con la tarifa del Programa vigente en ese momento.

Los consumidores que reciban servicio competitivo, a excepción de los consumidores considerados como grandes industrias, pueden optar expresamente por excluirse y solicitar su reinscripción en el Programa. El Proveedor Competitivo de la Ciudad inscribirá a dichos consumidores con la tarifa del Programa vigente en ese momento.

Los consumidores considerados como grandes industrias que anteriormente hayan optado por excluirse del Programa o que reciban servicio del suministro competitivo, puede solicitar su incorporación en el Programa. Debido al consumo mensual elevado de dichos consumidores, la inscripción puede hacerse según el precio del mercado vigente en ese momento.

A continuación, se resumen los procedimientos de inscripción:

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión.			
Nuevos Consumidores Elegibles después del lanzamiento del Programa	• Se los inscribirá inicialmente en el Servicio Básico. • Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión. • Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.			• Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.

Consumidores que optan por excluirse y, luego, desean reinscribirse	• Pueden solicitar la reinscripción en cualquier momento.
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Pueden solicitar la inscripción en cualquier momento.

A continuación, se resumen los procedimientos de fijación de precios:

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Tarifa del Programa para el producto estándar			
Nuevos Consumidores Elegibles después del lanzamiento del Programa	• Tarifa del Programa para el producto estándar			• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores que optan por excluirse y, luego, desean reinscribirse	• Tarifa del Programa para el producto seleccionado			• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Tarifa del Programa para el producto seleccionado			• Precio de mercado vigente en ese momento para el producto seleccionado

9 TRATO EQUITATIVO DE LOS CONTRIBUYENTES

Todos los contribuyentes recibirán un trato equitativo. Se les garantizará el derecho a plantear y resolver conflictos con el Proveedor Competitivo; se les brindarán todas las notificaciones y toda la información necesarias y siempre conservarán el derecho a optar por excluirse del Programa de la Ciudad, según lo descrito en el presente, como así también a cambiar de Proveedor Competitivo. Sin embargo, el requisito de trato equitativo de todos los contribuyentes, no exige que se les ofrezca los mismos precios o términos y condiciones a todos los contribuyentes. Imponer dicha interpretación a los requisitos reglamentarios que rigen los programas de agrupación municipal, en efecto, daría lugar a un trato desigual, ya que intentar aplicar los mismos precios, términos y condiciones a contribuyentes con características muy dispares tendría el efecto inevitable de otorgar a algunos contribuyentes un servicio más favorable que a otros. En

su lugar, las clasificaciones de tarifas que se encuentran en una situación similar se tratarán de manera equitativa. La implementación del Programa reconocerá esta realidad a través de las distinciones correspondientes en los precios y, según corresponda, los términos y condiciones entre los contribuyentes.

10 SEGURIDAD

La “seguridad” en el suministro de energía y en la transmisión y distribución es esencial para los consumidores. El Programa se encargará de lograr y reforzar la seguridad en distintos niveles mediante lo siguiente:

- disposiciones del contrato que incluirán información sobre la seguridad del suministro, responsabilidades y medidas ante daños;
- procedimientos tradicionales relacionados con los servicios de transmisión y distribución de Eversource;
- diálogo directo con Eversource con respecto a problemas generales y específicos relacionados con la calidad y la seguridad del servicio de transmisión y distribución de la Ciudad.

11 DIVULGACIÓN DE INFORMACIÓN

La Ciudad brindará información de divulgación exigida conforme a MGL, capítulo 164, sección 1F(6) y al Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), título 220, sección 11.06. Al igual que con otras agrupaciones de Massachusetts, la Ciudad solicitó una exención del requisito de que un Proveedor Competitivo envíe por correo una etiqueta de divulgación de información directamente a los consumidores participantes cada tres meses, y, en su lugar, solicita autorización para brindar información con respecto a las fuentes de combustible, emisiones y características laborales por otros medios, como comunicados de prensa, anuncios en el ayuntamiento y publicaciones en los sitios web del Programa y de la Ciudad. Según la información disponible, la Ciudad y CPG consideran que otros medios son igualmente o incluso más efectivos para proporcionar la información exigida por el estatuto y las regulaciones. Debido a que el Departamento autoriza otros programas de agrupación municipales, esta estrategia alternativa de divulgación de información permitirá al Proveedor Competitivo brindar la información necesaria a los consumidores participantes con la misma efectividad que los envíos por correo trimestrales exigidos conforme a CMR, título 220, sección 11.06(4)(c).

12 DERECHOS Y RESPONSABILIDADES DE LOS PARTICIPANTES

12.1 DERECHOS

Todos los consumidores participantes gozarán de las protecciones de la ley que se le conceden, en su versión actual, o según sus enmiendas periódicas. Esto incluye el derecho a cuestionar la facturación, la calidad del servicio o sus prácticas. En virtud de protocolos elaborados por el Departamento, los problemas relacionados con la facturación o el servicio se deben plantear a las partes correspondientes. Todos los consumidores elegibles gozarán además del derecho individual a rechazar su participación en el Programa de la Ciudad.

12.2 RESPONSABILIDADES

Todos los consumidores participantes deben cumplir con todas las normas y responsabilidades exigidas por el Departamento, incluido el pago de las facturas y el acceso a las lecturas del medidor necesarias y a otros equipos para que se lleven a cabo las operaciones de servicios públicos que correspondan.

13 BENEFICIOS DE LA AGRUPACIÓN MUNICIPAL

El Programa funciona conforme a las restricciones de las leyes estatales y refleja una gama de resultados y oportunidades:

13.1 PARTICIPACIÓN EN EL MERCADO COMPETITIVO

Muchos consumidores carecen del conocimiento y la influencia para negociar los términos del suministro de energía. El encargado de la agrupación municipal les brinda una opción de representación profesional y la influencia de un grupo grande para que puedan participar de una manera más efectiva en el proceso competitivo y lograr beneficios. Sin embargo, no se puede garantizar el ahorro.

13.2 ELECCIÓN DE OTRO PROVEEDOR

Debido a que la ley garantiza el derecho a optar por excluirse, incluido el derecho a elegir el Servicio Básico sin ningún cargo, todos los consumidores elegibles tienen el derecho a elegir un Proveedor Competitivo distinto del elegido por el alcalde y el Consejo Municipal.

13.3 INDEMNIZACIÓN Y RIESGOS ASOCIADOS CON EL MERCADO COMPETITIVO

En un mercado competitivo, es posible que el incumplimiento del servicio de parte de un Proveedor Competitivo dé lugar a la necesidad de los consumidores participantes de adquirir otro suministro de energía, o de que reciban servicios de energía según los precios del Servicio Básico. La Ciudad intentará reducir este riesgo mediante la contratación de Proveedores Competitivos de buena reputación que demuestren un servicio confiable. Además, la Ciudad procura incluir condiciones en su contrato con un Proveedor Competitivo que especifiquen que indemnizará a los consumidores participantes frente a riesgos o problemas con el servicio de suministro de energía.

14 REQUISITOS RELACIONADOS CON EL SERVICIO AGRUPADO

La Ciudad cumplirá con los requisitos establecidos por ley y las normas establecidas por el Departamento con respecto al servicio agrupado.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

PLAN DE ASESORAMIENTO Y DIFUSIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

1 DESCRIPCIÓN GENERAL Y OBJETIVO

La Ley General de Massachusetts (Massachusetts General Law, MGL), capítulo 164, sección 134(a) exige que los encargados de la agrupación municipal “informen completamente a los contribuyentes participantes con anticipación a la inscripción automática que serán inscritos automáticamente y que tienen derecho a optar por excluirse de la entidad agrupada sin penalización. Además, dicha divulgación deberá especificar de manera evidente todos los cargos que se realizarán y deberá incluir información detallada sobre la tarifa del servicio básico, cómo acceder a este y su disponibilidad sin penalización”.

El componente Plan de Asesoramiento y Difusión (“Plan de Asesoramiento”) del Programa de Suministro de Energía de Elección Comunitaria (“Programa”) de la Ciudad de Springfield (“Ciudad”), antes publicado con el nombre de Programa Ecológico de Agrupación Municipal, tiene un enfoque dual. El primero consiste en el asesoramiento general a través del cual, la Ciudad, con asistencia de su consultor de agrupación municipal, proveerá información a los consumidores elegibles a través de los medios de comunicación, comunicaciones electrónicas y presentaciones públicas. El segundo consiste en la notificación por correo directo que se enviará a los consumidores elegibles y que incluirá información con respecto a la participación y los derechos.

El objetivo del Plan de Asesoramiento de la Ciudad es concientizar y brindar información a los consumidores elegibles sobre oportunidades, opciones y derechos relacionados con la participación en el Programa.

El Plan de Asesoramiento consta de dos partes:

- a) Asesoramiento general: Se brindará información sobre el Programa a los consumidores elegibles a través de los medios de comunicación, reuniones y presentaciones públicas, y comunicaciones electrónicas.
- b) Notificación por correo directo: Se brindará información por correo directo a los consumidores elegibles con respecto a la participación y los derechos, además de los términos y una comparación de precios.

La iniciativa de asesoramiento general proporcionará un contexto amplio para las notificaciones por correo directo, lo que impulsará la difusión de los correos y su objetivo, y permitirá reforzar la información más importante.

1.1 ASESORAMIENTO GENERAL

El asesoramiento general proporcionará una descripción del Programa a los consumidores elegibles. Consistirá en una iniciativa de relaciones públicas, difusión de publicidad, presentaciones públicas y fuentes de información electrónica (p. ej., número telefónico gratuito, sitios web, etc.). El asesoramiento general proporcionará información específica sobre el Programa y maximizará el impacto de las notificaciones por correo directo, lo que permitirá crear un entorno de concientización pública.

1.1.1 Conferencia de prensa

El lanzamiento inicial del Programa consistirá en un evento mediático con representantes de la Ciudad, el Proveedor Competitivo y su consultor de agrupación municipal, Colonial Power Group, Inc. (CPG). Este evento se diseñará para mejorar la comprensión del Programa de manera global, incluidos los derechos y los beneficios del consumidor. Se invitará a representantes de la prensa escrita y audiovisual local y regional para que participen.

Se armará un paquete de prensa para presentar el Programa. Se incluirán los siguientes materiales:

- a) comunicado de prensa;
- b) información general;
- c) información sobre desregulación y posibilidad de elección;
- d) preguntas frecuentes.

1.1.2 Difusión a través de los medios de comunicación

Luego del lanzamiento del Programa, la difusión a través de los medios de comunicación continuará en programas de televisión por cable local, periódicos y fuentes de Internet para proporcionar más asesoramiento al público, y describir el Programa y el proceso de elección de exclusión y proporcionar el número telefónico gratuito. La difusión incluirá anuncios de servicios públicos (Public Service Announcement, PSA), organización de entrevistas a voceros

del Programa en medios informativos locales y la garantía de una presencia positiva en los medios de comunicación.

Se distribuirá una serie de comunicados de prensa para alcanzar los objetivos mencionados anteriormente. Los comunicados de prensa de seguimiento permitirán actualizar a los medios de comunicación sobre el estado del progreso del Programa.

Lista de ejemplos de medios de comunicación:

- a) The Republican
- b) The Reminder
- c) MassLive.com
- d) WGGB
- e) WWLP
- f) Televisión por cable local: canales 12, 15 y 17, Focus Springfield Community Access TV
- g) Medios de comunicación públicos de New England
- h) Estaciones de radio locales: Rock102, WAMC, WHYN, WMAS

1.1.3 Notas y anuncios públicos

Las notas en periódicos y en el Ayuntamiento que describen el programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito reforzarán aún más los detalles del Programa. Los anuncios se colocarán en edificios públicos (p. ej., bibliotecas centrales y sucursales, centros para adultos mayores, centros comunitarios, juntas vecinales y asociaciones cívicas, etc.), lo cual generará la repetición necesaria de mensajes para motivar la acción de los consumidores, concientizar y facilitar la comprensión.

1.1.4 Centro de Atención al Cliente

CPG mantendrá un número telefónico gratuito para responder las preguntas de los consumidores elegibles con respecto al Programa, la desregulación, el proceso de elección de exclusión, el precio y otras cuestiones que puedan surgir. El Centro de Atención al Cliente de CPG tiene la capacidad de brindar servicios de interpretación en más de 200 idiomas.

1.1.5 Sitio web

Toda la información relacionada con el Programa se publicará en el sitio web del Programa a cargo del consultor de agrupación municipal (<https://colonialpowergroup.com/springfield/>), cuyo enlace se proporciona en el sitio web de la Ciudad.

En el sitio web del Programa, se indicará si la Ciudad elige financiar los costos de personal asociados con el puesto de gerente de Energía a través de un Agregado Operativo. El sitio web del Programa incluirá enlaces a Eversource Energy, anteriormente WMECo (“Distribuidor local”), el Departamento de Recursos Energéticos de Massachusetts (Massachusetts Department of Energy Resources, DOER), el Departamento de Servicios Públicos de Massachusetts (“Departamento”) y el Proveedor Competitivo de la Ciudad.

En el sitio web del Programa, se incluirá un documento con preguntas frecuentes (Frequently Asked Questions, FAQ) elaborado por CPG, en el que se expondrán preguntas y respuestas previstas en un lenguaje claro que al público general le resulte fácil comprender. Este documento se actualizará según sea necesario en función de las preguntas que reciban la Ciudad y CPG.

Como mínimo, la Ciudad deberá proveer información básica sobre el Programa en una ubicación visible en el sitio web con los enlaces correspondientes al sitio web del Programa. Todos los documentos del Programa de la Ciudad (incluido el Plan de Agrupación aprobado por el Departamento, el Plan de Asesoramiento, la notificación de exclusión y el Acuerdo de Servicio Eléctrico firmado) y todos los materiales de asesoramiento estarán disponibles y actualizados en el sitio web del Programa.

1.1.6 Servicios de traducción

El sitio web de CPG cuenta con servicios de traducción. Esto permite traducir toda la información relacionada con el Programa a más de 100 idiomas. La Ciudad proporcionará cualquier servicio de traducción adicional que considere necesario o apropiado para los consumidores elegibles a quienes resulte difícil contactar, para quienes el inglés no sea su idioma principal o para quienes consideren que “no hablan muy bien” inglés.

1.1.7 Presentaciones públicas

CPG ofrecerá un mínimo de tres (3) presentaciones públicas presenciales en toda la ciudad que serán abiertas y estarán a disposición del público general. Las presentaciones se realizarán por la noche o los fines de semana a fin de garantizar la máxima participación pública. Además, se llevarán a cabo en distintas ubicaciones geográficas de toda la Ciudad en espacios públicos que sean accesibles para las personas con discapacidad y por donde circule el transporte público. Los lugares, los horarios y las fechas se determinarán en colaboración con las autoridades municipales pertinentes.

CPG asistirá a las presentaciones públicas ante el Consejo Municipal, entre las que se incluyen las presentaciones necesarias de los subcomités y las presentaciones ante el Consejo Municipal en general.

CPG ofrecerá presentaciones públicas a cualquier grupo de la comunidad interesado. La Ciudad intentará identificar y trabajar con la comunidad y los grupos vecinales adecuados para apoyar las iniciativas de asesoramiento y difusión. La Ciudad intentará aprovechar las listas existentes de correo electrónico y los boletines informativos para garantizar que los consumidores reciban información precisa y oportuna.

Ejemplo de grupos de la comunidad:

- a) Asuntos de Adultos Mayores o Consejo sobre la Tercera Edad de Springfield
- b) Servicios para Veteranos de Springfield
- c) Juntas vecinales y asociaciones cívicas de Springfield
- d) Cámara de Comercio Regional de Springfield

- e) Iniciativa de Justicia Climática mediante LiveWell Springfield y el Instituto de Salud Pública del Oeste de Massachusetts
- f) Consejo de Política Alimentaria de Springfield mediante Gardening for the Community
- g) Coalición de LiveWell Springfield mediante el Instituto de Salud Pública del Oeste de Massachusetts

1.1.8 Discapacidades físicas

La Ciudad utilizará tecnología de asistencia para garantizar que se informe a todos los consumidores elegibles, incluidas las personas con discapacidades físicas que requieran asistencia visual o auditiva. Las sesiones informativas tendrán lugar en ubicaciones de fácil acceso, generalmente el Ayuntamiento, centros para adultos mayores o bibliotecas. Los consumidores que necesiten asistencia (p. ej., las personas sordas o con discapacidades auditivas, ciegas o con cualquier otra discapacidad visual) tendrán la oportunidad de solicitar tecnología de asistencia con anticipación a dichas presentaciones públicas. En caso de que las sesiones informativas no se puedan llevar a cabo de manera presencial, se realizarán por Internet, lo que facilitará el acceso a consumidores con movilidad reducida.

La notificación de elección de exclusión incluirá un Documento de Acceso Lingüístico por separado, en el que se brindarán instrucciones sobre cómo los consumidores pueden recibir asistencia visual o auditiva para acceder a la información del Programa.

1.1.9 Divulgación de información

La Ciudad brindará información de divulgación exigida conforme a MGL, capítulo 164, sección 1F(6) y al Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), título 220, sección 11.06. Al igual que con otras agrupaciones de Massachusetts, la Ciudad solicitó una exención del requisito de que un Proveedor Competitivo envíe por correo una etiqueta de divulgación de información directamente a los consumidores participantes cada tres meses, y, en su lugar, solicita autorización para brindar información con respecto a las fuentes de combustible, emisiones y características laborales por otros medios, como comunicados de prensa, anuncios en el ayuntamiento y publicaciones en los sitios web del Programa y de la Ciudad. Según la información disponible, la Ciudad y CPG consideran que otros medios son igualmente o incluso más efectivos para proporcionar la información exigida por el estatuto y las regulaciones. Debido a que el Departamento autoriza otros programas de agrupación municipales, esta estrategia alternativa de divulgación de información permitirá al Proveedor Competitivo brindar la información necesaria a los consumidores participantes con la misma efectividad que los envíos por correo trimestrales exigidos conforme a CMR, título 220, sección 11.06(4)(c).

1.1.10 Asesoramiento continuo y difusión

Una vez que el Programa esté en marcha, se continuará con el asesoramiento y la difusión. Se utilizarán muchos de los mismos vehículos que se utilizaron antes del lanzamiento y en el transcurso del lanzamiento del Programa para garantizar que los consumidores participantes

reciban novedades de manera oportuna con respecto al progreso del Programa y avisos sobre cualquier cambio en los precios y las ofertas de productos. Esto se llevará a cabo mediante correo postal, comunicaciones electrónicas, los medios de comunicación, y reuniones y presentaciones públicas. Específicamente, la Ciudad notificará a los consumidores a través de los siguientes medios: notificación por correo directo a los consumidores participantes (se recibirá en un plazo de 30 días como máximo antes de la fecha de entrada en vigencia del cambio de precio), sitios web de la Ciudad y del Programa, comunicados de prensa y programas de televisión por cable local, y presentaciones ante el Consejo Municipal, ante el público general en distintos lugares de la comunidad y ante cualquier grupo de la comunidad interesado (p. ej., Asuntos de Adultos Mayores o Consejo sobre la Tercera Edad, etc.). Además, se colocarán avisos en periódicos, el Consejo Municipal y edificios públicos (p. ej., bibliotecas centrales y sucursales, centros para adultos mayores, centros comunitarios, juntas vecinales y asociaciones cívicas, etc.). En dichas notificaciones, se describirán los detalles del Programa, incluido el precio, los términos, los cargos, las ofertas de productos (p. ej., contenido sobre energía renovable), el número telefónico gratuito y se informará a los consumidores participantes que pueden optar por excluirse del Programa en cualquier momento y regresar al Servicio Básico sin ningún cargo. CPG mantendrá un número telefónico gratuito para responder las preguntas de los consumidores elegibles y participantes con respecto al Programa, información sobre precios, ofertas de productos y otras cuestiones que puedan surgir.

Para atender a los consumidores que tengan un dominio limitado del inglés o que requieran asistencia visual o auditiva, la Ciudad puede aprovechar muchos de los mismos vehículos que se utilizaron antes del lanzamiento y en el transcurso del lanzamiento del Programa, lo que garantizará que los consumidores participantes estén al tanto de cualquier cambio en el precio y las ofertas de productos del Programa. El sitio web de CPG cuenta con servicios de traducción en más de 100 idiomas. El Centro de Atención al Cliente de CPG tiene la capacidad de brindar servicios de interpretación en más de 200 idiomas. En el Documento de Acceso Lingüístico adjunto a la notificación de elección de exclusión, se incluirán mensajes importantes traducidos a más de 26 idiomas y el número telefónico TTY de MassRelay tanto para consumidores de habla inglesa como de habla hispana. Por último, se ofrece atención al cliente tanto por vía oral a través del número telefónico gratuito de CPG como por Internet a través de un formulario web de CPG.

En caso de que el Programa finalice, la Ciudad deberá seguir los procedimientos descritos en el Plan de Agrupación aprobado por el Departamento para notificar a los consumidores participantes, al Distribuidor Local y al director de la División de Consumidores del Departamento.

1.2 NOTIFICACIÓN POR CORREO DIRECTO

1.2.1 Elección de exclusión

La notificación de elección de exclusión se enviará por correo estándar a la dirección de facturación de cada consumidor elegible que reciba el Servicio Básico. En el sobre de la notificación, se indicará de manera evidente que contiene información sensible relacionada con el Programa. La notificación incluirá una carta con la descripción del Programa.

La carta incluirá lo siguiente:

- a) Presentación y descripción del Programa e información con respecto a la participación y los derechos.
- b) Información para los consumidores elegibles sobre su derecho a optar por excluirse de la entidad agrupada sin penalización.
- c) Detalle visible de todos los cargos que se realizarán, una comparación de los precios y los principales términos del Proveedor Competitivo y el Servicio Básico. Además se indicará que no se puede garantizar el ahorro.
- d) Notificación para los consumidores elegibles sobre si la Ciudad elige financiar los costos de personal asociados con el puesto de gerente de Energía a través de un Agregado Operativo.
- e) Explicación del proceso de elección de exclusión.
- f) Notificación para los consumidores elegibles sobre si la Ciudad elige ofrecer un producto opcional y explicación del proceso de elección de exclusión.
- g) Instrucciones para los consumidores a quienes resulte difícil contactar, para quienes el inglés no sea su idioma principal o para quienes consideren que “no hablan muy bien” inglés (p. ej., número telefónico gratuito), o para quienes necesiten asistencia visual o auditiva.
- h) Información para los consumidores elegibles sobre el acceso a los recursos informativos públicos y la información de contacto del centro de llamadas o de la entidad correspondiente con la que los consumidores elegibles pueden comunicarse si tienen preguntas.

La notificación de elección de exclusión también incluirá un formulario de resumen del producto y una tarjeta de respuesta con una línea simple de selección y firma para los consumidores elegibles que no desean participar. Los consumidores elegibles tendrán un plazo de 30 días a partir de la fecha de recepción del correo para colocar un matasellos y enviar de regreso la tarjeta de respuesta de elección de exclusión en el sobre provisto con la dirección preimpresa. Las inscripciones en el Programa no comenzarán antes de los 37 días posteriores al envío de la notificación de elección de exclusión.

Al momento del inicio de los servicios, los nuevos consumidores elegibles (p. ej., consumidores que se mudaron a la Ciudad después del inicio del Programa) recibirán la misma información de elección de exclusión que el resto de los consumidores elegibles. Los nuevos consumidores elegibles se inscribirán en el Programa de acuerdo con las normas vigentes del Distribuidor local.

Al menos 30 días antes de la fecha de entrada en vigencia del plazo del nuevo contrato de suministro, se notificará dicho cambio a los consumidores participantes por correo. A los consumidores participantes que estén inscritos (i) en el producto estándar del Programa o (ii) en un producto opcional que se volverá a ofrecer en el nuevo contrato, se les notificará que se los volverá a inscribir en la misma oferta de producto a menos que afirmen expresamente que optan por excluirse o inscribirse en otro producto. Los consumidores participantes inscritos en un producto opcional del Programa que (i) no se ofrecerá conforme al nuevo contrato, o (ii) que ya no cumple con la oferta del producto según su descripción original, podrán elegir una nueva

oferta de producto u optar por excluirse. Cualquier consumidor que no seleccione una opción o no opte por excluirse se inscribirá en el producto estándar del Programa.

1.2.2 Dominio limitado del inglés

A continuación, se mencionan los idiomas que hablan los residentes de la Ciudad que consideran que “no hablan muy bien” inglés. La tabla supone una población total de 143,060 habitantes.

Idioma	“No habla muy bien” inglés	Porcentaje de la población total
Español	18.053	12.62%
Francés	116	0.08%
Francés criollo	204	0.14 %
Italiano	267	0.19%
Portugués	262	0.18%
Alemán	52	0.04%
Griego	12	0.01 %
Escandinavo	71	0.05 %
Griego	330	0.23%
Ruso	184	0.13%
Otro idioma eslavo	28	0.02 %
Persa	112	0.08%
Gujarati	12	0.01 %
Hindi	13	0.01 %
Urdu	24	0.02 %
Otro idioma índico	46	0.03%
Otro idioma indoeuropeo	61	0.04%
Chino	288	0.20 %
Japonés	9	0.01 %
Camboyano	26	0.02 %
Hmong	55	0.04%
Tailandés	11	0.01 %
Laosiano	15	0.01 %
Vietnamita	1.074	0.75%
Otro idioma asiático	92	0.06%
Tagalog	38	0.03%

Otro idioma de las Islas del Pacífico	7	0.00 %
Árabe	92	0.06%
Hebreo	21	0.01 %
Africano	221	0.15 %
Otro idioma no especificado	104	0.07 %
Total	21.900	15.30%

Programa: Encuesta sobre la Comunidad Estadounidense de 2015

Fuente:

<https://data.census.gov/table?q=b16001&g=060XX00US2501367000>

La notificación de elección de exclusión incluirá un Documento de Acceso Lingüístico por separado para garantizar que la correspondencia sea comprensible por todos los consumidores con un dominio limitado del inglés y otras necesidades de acceso de idioma. En el Documento de Acceso Lingüístico requerido, se incluirá el siguiente texto traducido a 26 idiomas.

Se adjunta una notificación importante de la Ciudad de Springfield con respecto a su servicio de electricidad. La notificación se debe traducir de inmediato. Si necesita ayuda, llame al número o visite el sitio web mencionados anteriormente”.

2 CRONOGRAMA

El siguiente cronograma supone la preparación oportuna de listas de correo, además de la disponibilidad de espacio y tiempo en los medios de comunicación. Las reuniones y presentaciones públicas se programarán mediante acuerdo mutuo. El asesoramiento continuo se prolongará luego del período de 47 días descrito a continuación a través de los medios de comunicación y el número telefónico gratuito.

- Día 0: Realización de conferencia de prensa para anunciar el Programa y presentar al Proveedor Competitivo.
- Día 1: Apertura del Centro de Atención al Cliente (número telefónico gratuito).
- Día 1: Envío de comunicado de prensa sobre la notificación por correo directo y la puesta en marcha del Centro de Atención al Cliente.
- Día 1: Publicación de información del Programa en los siguientes sitios web: CPG, la Ciudad y Proveedor Competitivo.
- Día 1 a 7: Colocación de anuncios en edificios públicos.
- Día 1 a 40: Presentaciones públicas para informar a los grupos de la comunidad sobre el Programa y los derechos de los consumidores elegibles.
- Día 1 a 40: Realización de entrevistas en los medios de comunicación con representantes del Programa, según sea necesario.

- Día 10: Envío de notificación por correo directo a cada consumidor elegible.
- Día 12 a 35: Colocación de anuncios en periódicos, que describen el programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito.
- Día 13: Recepción de la notificación de elección de exclusión por parte de los consumidores elegibles; inicio del período de elección de exclusión.
- Día 13 a 43: Devolución de la tarjeta de respuesta con elección de exclusión por parte de los consumidores elegibles en sobre prepagado.
- Día 14: Programa de televisión por cable local que describe el Programa y el proceso de elección de exclusión, y proporciona el número telefónico gratuito.
- Día 16 a 30: PSA que describen el Programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito.
- Día 43: Fecha límite para que consumidores elegibles coloquen el matasellos en la tarjeta de respuesta de elección de exclusión.
- Día 47: Comienzo de las primeras inscripciones en el Programa de los consumidores elegibles que no optaron por la exclusión.
- Día 47 en adelante: Asesoramiento continuo a través de los medios de comunicación, el número telefónico gratuito y los correos individuales de elección de exclusión de los nuevos consumidores elegibles para el Servicio Básico.
- Día 90 en adelante: Seguimiento de los boletines informativos enviados que resumen el estado del Programa.

3 PRESUPUESTO

Método de notificación	Parte responsable	Costo estimado
Correo directo	Proveedor Competitivo	\$145.000
Conferencia de prensa	CPG	\$500
Televisión	CPG	\$500
Periódico	CPG	\$7500
Comunicaciones electrónicas	CPG	-----
Presentaciones públicas	CPG	-----

CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

CRONOGRAMA DE IMPLEMENTACIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

Firma del Acuerdo de Servicio Eléctrico (Electric Service Agreement, ESA) con el Proveedor Competitivo:	1 de octubre de 2024
Recepción de la información de los consumidores elegibles de Eversource por parte del Proveedor Competitivo:	3 de octubre de 2024
Entrega del ESA al Departamento y otros:	3 de octubre de 2024
Conferencia de prensa para presentar al Proveedor Competitivo:	4 de octubre de 2024
Puesta en marcha del Centro de Atención al Cliente:	5 de octubre de 2024
Actualización de los sitios web (p. ej., CPG, la Ciudad, Proveedor Competitivo):	8 de octubre de 2024
Colocación de anuncios en edificios públicos (p. ej., Ayuntamiento, etc.):	8 de octubre de 2024
Envío de notificaciones a consumidores elegibles:	8 de octubre de 2024
Corrección de problemas con las direcciones y envío de notificaciones por correo:	lo antes posible
Recepción de direcciones de consumidores nuevos y envío de notificaciones por correo:	lo antes posible
Publicación de anuncios en periódicos y anuncios de servicios públicos (Public Service Announcement, PSA) en televisión por aire y por cable:	del 8 de octubre al 8 de noviembre de 2024
Fecha límite de la opción de exclusión por parte de consumidores elegibles:	15 de noviembre de 2024
Eliminación de las últimas elecciones de exclusión del archivo de consumidores participantes:	16 y 17 de noviembre de 2024
Traspaso de los consumidores participantes al Proveedor Competitivo:	del 17 al 20 de noviembre de 2024
Inicio del servicio con el Proveedor Competitivo:	1 de diciembre de 2024

El cronograma de implementación solo tiene fines representativos.
Las fechas están sujetas a cambio en función de la recepción de las autorizaciones necesarias.



CIUDAD DE SPRINGFIELD

PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

NOTIFICACIÓN PARA EL CONSUMIDOR

<Día> de <Mes>, <Año>

Estimado consumidor del Servicio Básico de Springfield:

La Ciudad de Springfield se complace en anunciar que _____ ha sido elegido como el proveedor del Programa de Suministro de Energía de Elección Comunitaria (el “Programa”). Este Programa es un agregado municipal que permite que el gobierno local combine el poder de compra de sus residentes y empresas para proveerles una alternativa al Servicio básico de Eversource (M.G.L. [Leyes Generales de Massachusetts] c. 164, art. 134). Este Programa solo afecta la parte del suministro de su factura mensual. No afectará lo referido a la entrega de su factura mensual. Eversource continuará suministrando electricidad pero Springfield ha elegido el proveedor para el Programa. _____ se encargará del suministro de energía eléctrica para todos los consumidores que actualmente cuentan con el Servicio Básico en Springfield. Esta carta tiene el fin de informarle acerca de este Programa para el suministro de energía eléctrica. De acuerdo con la ley estatal, también le informa sus derechos y opciones si usted elige no participar en el Programa.

- ✓ **SE LE INSCRIBIRÁ DE FORMA AUTOMÁTICA EN ESTE PROGRAMA, A MENOS QUE USTED ELIJA NO PARTICIPAR EN ÉL Y OPTAR POR EXCLUIRSE.**
- ✓ **DEBE RESPONDER ANTES DEL <DÍA> DE <MES> DE <AÑO> SI NO DESEA QUEDAR INSCRITO AUTOMÁTICAMENTE.**

NO NOTARÁ NINGÚN CAMBIO EN SU SERVICIO DE ELECTRICIDAD. La única diferencia que verá es que se imprimirá _____ en la sección “Supplier Services” (Servicios del proveedor) en su factura mensual. Usted continuará recibiendo una factura de Eversource. Continuará enviando sus pagos a Eversource para su procesamiento. Eversource continuará respondiendo a las emergencias, leerá los medidores y mantendrá las líneas de distribución y transmisión. La confiabilidad y la calidad del servicio permanecerán iguales. Además, usted continuará teniendo todos los derechos y las protecciones como consumidor existentes.

COMPARACIÓN DE TARIFAS Y CONDICIONES

	Programa de Springfield* (Solamente Servicios del proveedor)		Eversource (Solamente Servicios del proveedor)
	ESTÁNDAR (predeterminada)	OPCIONAL	SERVICIO BÁSICO
Tarifa			
Residencial	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Industrial y de comercio, pequeña envergadura	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Industrial y de comercio, mediana y gran envergadura	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Alumbrado público	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Contenido de energía renovable	[Se determinará luego del proceso de licitación competitiva]	[Se determinará luego del proceso de licitación competitiva]	Cumple con los requisitos de energía renovable de Massachusetts
Duración	_____ 2024 – _____ 2024 [Las tarifas se aplican al servicio que comienza y termina en los días del mes que se lee su medidor en su área de servicio].		_____ 2024 – _____ 2024 [Las tasas residenciales, industriales y de comercios pequeños, y de alumbrado público cambian cada 6 meses. Las tasas industriales y de comercios de mediana y gran envergadura cambian cada 3 meses].
Condiciones para abandonar el servicio	SIN CARGO		Puede recibir un cargo o crédito por conciliación [Industrial y comercios grandes solamente]

* La tarifa incluye honorarios de consultoría de \$0.001 por kWh para facilitar el Programa de Suministro de Energía de Elección Comunitaria de Springfield.

* La tarifa incluye un agregado operativo de \$X.XXX por kWh para financiar los costos de personal asociados con el puesto responsable de la coordinación de Sostenibilidad.

*La tasa puede aumentar como resultado de un cambio en la ley que origine un aumento directo e importante en los costos durante el plazo del contrato.

Attachment: Springfield - Aggregation Plan Spanish (8044 : Springfield Community Choice Power Supply Aggregation Plan)

INFORMACIÓN IMPORTANTE

- En el lanzamiento del Programa, el arancel de agrupación es inferior a la tarifa del Servicio Básico de Eversource. El arancel de agrupación se fija por __ meses (_____ de 2024 a _____ de 2024), mientras que la tarifa del Servicio Básico de Eversource cambia dos veces al año, en enero y en julio. Por lo tanto, el arancel de agrupación quizás no se siempre inferior a la tarifa del Servicio Básico de Eversource. El objetivo de la acumulación es brindar ahorros a lo larg de la vida del Programa en comparación con la tasa del Servicio básico de Eversource. Sin embargo, **TALES AHORROS AHORROS FUTUROS NO SE PUEDEN GARANTIZAR.**
- **NO HAY UN COSTO POR EXCLUIRSE** del Programa y volver al Servicio básico de Eversource.

« VEA EL REVERSO PARA OBTENER MÁS INFORMACIÓN »

SI SE LE ENVIÓ ESTA NOTIFICACIÓN, no necesita tomar ninguna medida para participar en el Programa.

TODOS LOS CONSUMIDORES DEL SERVICIO BÁSICO a quienes se les haya enviado esta notificación serán inscrito AUTOMÁTICAMENTE en el Programa y comenzarán a beneficiarse del arancel de agrupación a partir del día del mes de _____ en que se lee su medidor. Esta fecha varía según el área de servicio. La fecha de lectura de su medidor se muestra en su factura.

CONSULTE SU FACTURA DE EVERSOURCE PARA OBTENER MÁS INFORMACIÓN del Programa.

- En su factura de _____, se establecerá que se cambia al Programa de Springfield.
- En su factura de _____, se mostrará el proveedor de Springfield y el arancel de agrupación en la sección "Supplier Services" (Servicios del proveedor).

LOS CONSUMIDORES CON UN PLAN DE PRESUPUESTO O ELEGIBLES PARA UNA TASA DE BAJOS INGRESOS continuará recibiendo esos beneficios de Eversource.

LOS CONSUMIDORES DE PANEL SOLAR Y SOLAR COMUNITARIO continuarán recibiendo medición neta o créditos en la factura mientras reciben el suministro de electricidad en virtud del Programa y el valor de esos créditos no se alterará por participar en el Programa.

TODO IMPUESTO APLICABLE SE FACTURARÁ como parte del cargo por suministro de energía del Programa. Usted será responsable por identificar y solicitar una exención al cobro de impuestos proporcionando la documentación apropiada.

LOS CONSUMIDORES QUE SON PEQUEÑAS EMPRESAS EXENTAS DE IMPUESTOS deben enviar por correo electrónico o fax una copia de su Certificado de Exención por Energía directamente a _____ (Proveedor) a _____ (Dirección/nro. de fax de Proveedor) para mantener su estado de exención de impuestos.

SI USTED YA HA ELEGIDO UN PROVEEDOR COMPETITIVO POR SU CUENTA, debe optar por excluirse de este Programa. Esto asegurará que continúe obteniendo su electricidad de ese Proveedor competitivo.

SI YA HA ELEGIDO UNA OPCIÓN DE ENERGÍA ECOLÓGICA A TRAVÉS DE EVERSOURCE, su participación en este Programa no afectará su participación en la opción de energía ecológica.

SI NO QUIERE PARTICIPAR EN ESTE PROGRAMA usted puede: 1) Optar por excluirse y continuar pagando la tarifa del Servicio básico de Eversource; o 2) optar por excluirse y elegir su propio Proveedor competitivo (si hay uno disponible para usted).

CÓMO OPTAR POR EXCLUIRSE

- Firme y devuelva la tarjeta adjunta de exclusión en el sobre con franqueo pago provisto; **O**
- visite www.colonialpowergroup.com/springfield/ y haga clic en el botón de opción de exclusión; luego complete y envíe el formulario de opción de exclusión; **O**
- llame a _____ al _____ y solicite mantener el Servicio Básico de Eversource.

EN CUALQUIER MOMENTO DESPUÉS DE LA INSCRIPCIÓN todavía podrá optar por excluirse SIN CARGO. Pueden pasar un par de ciclos de facturación antes de que vuelva al Servicio básico de Eversource. Si elige excluirse después de la inscripción inicial puede enviar un formulario de opción de exclusión a www.colonialpowergroup.com/springfield/ **O** llamar a _____ y solicitar que se le provea el Servicio Básico de Eversource.

PARA ELEGIR UN PRODUCTO CON UN PORCENTAJE MAYOR DE ENERGÍA RENOVABLE, puede llamar a _____ y solicitar la inscripción en el producto opcional de Springfield. [La opción de producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con la descripción de un producto, incluido el precio, los términos, la tecnología, la antigüedad y la ubicación].

PARA OBTENER INFORMACIÓN MÁS DETALLADA con respecto al Programa de Springfield, visite www.colonialpowergroup.com/springfield/ o llámenos al número gratuito (866) 485-5858. Para obtener más información sobre _____, visite www.colonialpowergroup.com/springfield/.

PARA ACCEDER A LAS TASAS DEL SERVICIO BÁSICO DE EVERSOURCE, visite:

- Tarifas residenciales: <https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.
- Tarifas comerciales: <https://www.eversource.com/content/business/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.

Colonial Power Group, Inc. es una empresa de consultoría energética elegida de forma competitiva por la Ciudad de Springfield para facilitar el Programa de Suministro de Energía de Elección Comunitaria.

**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
SOBRE DE LA CARTA DE NOTIFICACIÓN AL CLIENTE**

NEGOCIO OFICIAL DE LA CIUDAD



Ciudad de Springfield
c/o Proveedor Competitivo
Calle del Proveedor 1
Proveedor, MA 00000

John Smith
Calle principal 1
Springfield, MA 01103

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. XXX

NO DESCARTE ESTA NOTIFICACIÓN – NOTIFICACIÓN IMPORTANTE con respecto a las tarifas de electricidad

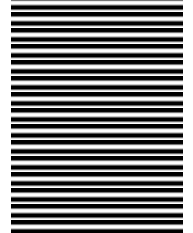
**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
TARJETA DE NOTIFICACIÓN DE EXCLUSIÓN DE UN CLIENTE CON SOBRE DE CONTESTACIÓN**

CORREO DE RESPUESTA COMERCIAL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

CIUDAD DE SPRINGFIELD
c/o PROVEEDOR COMPETITIVO
CALLE DEL PROVEEDOR 1
PROVEEDOR, MA 00000



**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
TARJETA DE RESPUESTA PARA EXCLUIRSE**

John Smith
Calle principal 1
Springfield, MA 01103

Nro. de cuenta: #####

Si desea participar en el Programa de Suministro de Energía de Elección Comunitaria de Springfield, no necesita tomar ninguna medida. Se le inscribirá automáticamente.

Instrucciones para optar por excluirse

Si no quiere participar:

- 1) Firme y coloque la fecha
- 2) Coloque en el sobre que se provee
- 3) Envíe por correo postal

La tarjeta debe estar firmada por el cliente que figura en el registro cuyo nombre aparece en la dirección de esta tarjeta. **El sobre debe tener matasellos con fecha del _____ o anterior para poder optar por excluirse del Programa antes de quedar inscrito automáticamente.**

X

Firma

Fecha



**CIUDAD DE SPRINGFIELD
PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN
COMUNITARIA**



NOTIFICACIÓN IMPORTANTE



(866) 485-5858 ext. 1



TTY (800) 720-3480 / Español (866) 930-9252



colonialpowergroup.com/springfield

El Departamento de Servicios Públicos de Massachusetts exige la inclusión del siguiente mensaje en todos los idiomas que se mencionan a continuación. El mensaje es el siguiente: “Se adjunta una notificación importante de la Ciudad de Springfield con respecto a su servicio de electricidad. La notificación se debe traducir de inmediato. Si necesita ayuda, llame al número o visite el sitio web mencionados anteriormente”.

SPANISH/ESPAÑOL Incluye notificación importante del City of Springfield sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	POLISH/POLSKI Załączono ważną informację od City of Springfield na tem usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyżs witrynę, aby uzyskać pomoc.
PORTUGUESE/PORTUGUÊS Aviso importante incluído da City of Springfield sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.	NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे City of Springfield संलग्न गरिएको महत्त्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवाद गर्नुहोस्। महत्त्वको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।
CHINESE (SIMPLIFIED)/ 中文 随函附上来自 City of Springfield 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。	MARATHI/मराठी आपल्या विद्युत सेवेसंबंधी City of Springfield महत्वाची सूचना संलग्न केली आहे. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.
CHINESE (TRADITIONAL)/ 中文 隨附 City of Springfield 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。	YORUBA/YORÙBÁ Àkíyèsí pàtàkì tí a fi sínú rè láti ọ̀dọ́ City of Springfield nípa ìṣẹ́ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí náà lẹ́sẹ̀kẹ́sẹ̀. Pẹ̀ nọ́nb náà tàbí kànsí ayélujára, lókè, fún irànlọ́wọ́.
HAITIAN/KREYÒL Ou gen yon notifikasyon enpòtan de City of Springfield sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.	IGBO/NDI IGBO Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka City of Springfield. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nomba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.
VIETNAMESE/TIẾNG VIỆT Đính kèm thông báo quan trọng từ City of Springfield về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.	AMHARIC/አማርኛ የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ City of Springfield እንደ ዓባሪ ተያይዟል ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።

RUSSIAN/РУССКИЙ Прилагается важное уведомление от City of Springfield о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.	SOMALI/SOOMAALI Oageysiis muhiim oo ka yimid City of Springfield kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.
ARABIC/عربي مرفق إخطار مهم من City of Springfield عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.	JAPANESE/傔劬铂 「電気供給サービスに関する City of Springfield から的重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」
KHMER/ខ្មែរ សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង City of Springfield គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។	GUJARATI/ગુજરાતી તમારી વીજળી સેવા અંગે City of Springfield તરફથી મહત્વપૂર્ણ સૂચના બિડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કંઈક અથવા વેબસાઈટની મુલાકાત લો.
FRENCH/FRANÇAIS Avis important de City of Springfield concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.	SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka City of Springfield kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliy hapo juu ili upate usaidizi.
ITALIAN/ITALIANO Comunicazione importante in allegato della City of Springfield riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.	HINDI/हिंदी आपकी बिजली सेवा के बारे में City of Springfield से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करें। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।
KOREAN/한국어 귀하의 전기 서비스와 관련하여 City of Springfield 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.	THAI/ไทย ประกาศสำคัญที่แนบมาจาก City of Springfield เกี่ยวกับการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ
GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από την City of Springfield που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.	LAO/ລາວ ແຈ້ງການສໍາຄັນທີ່ຕິດຄັດມາຈາກ City of Springfield ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສໍາລັບຄວາມຊ່ວຍເຫຼືອ.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

----- RESUMEN DEL PROGRAMA DE SUMINISTRO DE ELECTRICIDAD PRODUCTO ESTÁNDAR

Recibirá un producto de suministro de electricidad a través del PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE LA CIUDAD DE SPRINGFIELD. Su empresa de servicios públicos de electricidad, EVERSOURCE, continuará proporcionando la electricidad que consume en su hogar o negocio.

PRECIO	\$X,XXXXX por kWh. Esto no incluye el precio que su empresa de servicios públicos de electricidad le cobrará por el componente de prestación del servicio de electricidad.
PLAZO	Inscripción durante la lectura del medidor de [MES] [AÑO].
CARGO POR CANCELACIÓN ANTICIPADA	No hay un cargo por cancelación. Puede abandonar este Programa o el producto en cualquier momento sin ningún cargo.
RENOVACIÓN AUTOMÁTICA	Se lo inscribirá automáticamente en este producto, con un precio nuevo, al final del plazo del contrato, a menos que notifique lo contrario al Proveedor Competitivo o a la Ciudad. El precio nuevo puede ser superior o inferior al precio actual y el contenido de energía renovable voluntaria puede cambiar. La Ciudad se comunicará con usted al menos 30 días antes de cada renovación automática para informarle sus opciones de suministro.
CONTENIDO DE ENERGÍA RENOVABLE	La Mancomunidad de Massachusetts exige que todos los productos de suministro de electricidad incluyan como mínimo un [XX] % de recursos de energía renovable en [AÑO]. Este producto incluye un [YY] % de recursos de energía renovable, un monto que [CUMPLE/SUPERA] el requisito mínimo. [El producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con el contenido de energía renovable del producto seleccionado].
PERÍODO DE RESCISIÓN	Si recibió este formulario como parte de una notificación de inscripción automática, tiene hasta la fecha límite de respuesta indicada para optar por excluirse y evitar la inscripción. Puede abandonar este Programa o el producto en cualquier momento después de su inscripción, sin ningún cargo.
INFORMACIÓN DEL PROVEEDOR COMPETITIVO	[NOMBRE DEL PROVEEDOR], número de licencia del Departamento de Servicios Públicos (Department of Public Utilities, DPU): [NÚMERO DE LICENCIA DE DPU], [NÚMERO DE TELÉFONO], [SITIO WEB]. [NOMBRE DEL PROVEEDOR] solo es responsable de la sección de generación de electricidad de su factura.
INFORMACIÓN DE LA EMPRESA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD	Eversource continuará proporcionando la electricidad que consume en su hogar o negocio y es responsable de los cargos por prestación que aparecen en su factura mensual. Si tiene preguntas sobre la sección de prestación de su factura, comuníquese con Eversource al (877) 659-6326 o visite el sitio web eversource.com .

El Departamento de Servicios Públicos de Massachusetts recomienda que los consumidores visiten el sitio web de Energy Switch para ver la amplia variedad de productos de suministro de electricidad disponibles, incluido el precio del servicio básico de su empresa de servicios públicos de electricidad. Puede visitar el sitio web en energyswitchma.gov.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

----- RESUMEN DEL PROGRAMA DE SUMINISTRO DE ELECTRICIDAD PRODUCTO OPCIONAL

Recibirá un producto de suministro de electricidad a través del PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE LA CIUDAD DE SPRINGFIELD. Su empresa de servicios públicos de electricidad, EVERSOURCE, continuará proporcionando la electricidad que consume en su hogar o negocio.

PRECIO	\$X,XXXXX por kWh. Esto no incluye el precio que su empresa de servicios públicos de electricidad le cobrará por el componente de prestación del servicio de electricidad.
PLAZO	Inscripción durante la lectura del medidor de [MES] [AÑO].
CARGO POR CANCELACIÓN ANTICIPADA	No hay un cargo por cancelación. Puede abandonar este Programa o el producto en cualquier momento sin ningún cargo.
RENOVACIÓN AUTOMÁTICA	Se lo inscribirá automáticamente en este producto, con un precio nuevo, al final del plazo del contrato, a menos que notifique lo contrario al Proveedor Competitivo o a la Ciudad. El precio nuevo puede ser superior o inferior al precio actual y el contenido de energía renovable voluntaria puede cambiar. La Ciudad se comunicará con usted al menos 30 días antes de cada renovación automática para informarle sus opciones de suministro.
CONTENIDO DE ENERGÍA RENOVABLE	La Mancomunidad de Massachusetts exige que todos los productos de suministro de electricidad incluyan como mínimo un [XX] % de recursos de energía renovable en [AÑO]. Este producto incluye un [YY] % de recursos de energía renovable, un monto que [CUMPLE/SUPERA] el requisito mínimo. [El producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con el contenido de energía renovable del producto seleccionado].
PERÍODO DE RESCISIÓN	Puede abandonar este Programa o el producto en cualquier momento después de su inscripción, sin ningún cargo.
INFORMACIÓN DEL PROVEEDOR COMPETITIVO	[NOMBRE DEL PROVEEDOR], número de licencia del Departamento de Servicios Públicos (Department of Public Utilities, DPU): [NÚMERO DE LICENCIA DE DPU], [NÚMERO DE TELÉFONO], [SITIO WEB]. [NOMBRE DEL PROVEEDOR] solo es responsable de la sección de generación de electricidad de su factura.
INFORMACIÓN DE LA EMPRESA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD	Eversource continuará proporcionando la electricidad que consume en su hogar o negocio y es responsable de los cargos por prestación que aparecen en su factura mensual. Si tiene preguntas sobre la sección de prestación de su factura, comuníquese con Eversource al (877) 659-6326 o visite el sitio web eversource.com .

El Departamento de Servicios Públicos de Massachusetts recomienda que los consumidores visiten el sitio web de Energy Switch para ver la amplia variedad de productos de suministro de electricidad disponibles, incluido el precio del servicio básico de su empresa de servicios públicos de electricidad. Puede visitar el sitio web en energyswitchma.gov.

ACUERDO DE SERVICIO ELÉCTRICO

ENTRE

[Nombre legal completo del proveedor minorista de electricidad]

Y

CIUDAD DE SPRINGFIELD
en nombre de los consumidores
de su Programa de Suministro de Energía de Elección Comunitaria

Este Acuerdo de Servicio Eléctrico (Electric Service Agreement, “ESA”) se celebra a partir del [fecha] (“Fecha de entrada en vigencia”) entre [nombre legal completo del proveedor minorista de electricidad], una _____ [corporación, compañía de responsabilidad limitada] (“Proveedor Competitivo”), y la **ciudad de Springfield**, ubicada en 36 Court Street, Springfield, MA 01103 (el “Intermediario”).

CONSIDERANDO que la Legislatura de Massachusetts ha adoptado el Capítulo 164 de la Ley de Reestructuración de Servicios Eléctricos de 1997 (“Ley de Reestructuración”), que, entre otras cosas: (1) permite la competencia en la generación y el suministro de electricidad a los consumidores; (2) autoriza a los municipios a agrupar la carga eléctrica de los consumidores de electricidad dentro de sus límites; y (3) permite a los intermediarios municipales formular un plan de agrupación y llevar a cabo programas de agrupación;

CONSIDERANDO que el Intermediario ha desarrollado un Programa de Suministro de Energía de Elección Comunitaria (“Programa”) para agrupar el uso de electricidad de los consumidores ubicados dentro de los límites geográficos de la ciudad de Springfield (el “Municipio”) y negociar tarifas competitivas para el suministro de electricidad para dichos consumidores;

CONSIDERANDO que el Intermediario recibió la aprobación de su Plan por parte del Departamento de Servicios Públicos de Massachusetts (el “Departamento”) el [fecha] en el documento D.P.U. 23-XX, con las modificaciones que puedan introducirse periódicamente (el “Plan”);

CONSIDERANDO que el Intermediario puede ofrecer más de un Producto dentro del Plan y {eliminar si no corresponde} que el Plan le permite incluir un Agregado Operativo en los precios de venta al público del Programa {eliminar si no corresponde};

CONSIDERANDO que el Proveedor Competitivo desea proporcionar el Suministro Eléctrico Total a los consumidores ubicados dentro del Municipio, como se describe en los productos establecidos en el Apéndice A y de conformidad con los términos y condiciones del Programa del Intermediario, el Plan y este ESA;

CONSIDERANDO que el Intermediario desea que el Proveedor Competitivo proporcione un Suministro Eléctrico Total como una opción alternativa de suministro de energía minorista para los consumidores dentro del Municipio;

SE ACUERDA que el Intermediario y el Proveedor Competitivo celebran este ESA de acuerdo con los términos y condiciones detallados a continuación.

ARTÍCULO 1 DEFINICIONES

Los términos en mayúscula que se utilicen pero no se definan por separado en el cuerpo de este ESA, incluidos los Anexos y los Apéndices del mismo, se definirán como se establece en este Artículo 1. No obstante, las palabras definidas en el presente Artículo 1 tendrán su significado común y corriente cuando figuren sin mayúsculas en el cuerpo del presente ESA.

Suministro Eléctrico Total: es el servicio dentro del cual el Proveedor Competitivo proporciona toda la energía eléctrica, la capacidad, las reservas y los servicios auxiliares, los servicios de transmisión, las pérdidas de transmisión y de distribución, la gestión de la congestión, las Obligaciones de Energía Renovable y otros servicios o productos similares, incluidos, entre otros, los Certificados de Energía Renovable adicionales, como se especifica en cualquier Apéndice de Precios y Términos, necesarios para proporcionar un suministro de energía estable a los consumidores participantes en el Punto de Entrega.

Quiebra: con respecto a una Parte, cuando dicha Parte (i) cesa sus actividades como empresa en funcionamiento, generalmente no paga sus deudas al vencimiento o admite por escrito su incapacidad para pagar sus deudas al vencimiento; cuando presenta una petición voluntaria de quiebra o la declaran en quiebra o insolvente, o presenta una petición o respuesta de reorganización, acuerdo, convenio, reajuste, liquidación, disolución o medida similar en virtud del código federal de quiebras presente o futuro o cualquier otra norma federal, estatal o gubernamental aplicable presente o futura; cuando busca, consiente o aprueba el nombramiento de fideicomisarios, receptores, depositarios o administradores de dicha Parte o de la totalidad, o de parte sustancial de sus propiedades; cuando realiza una cesión en beneficio de los acreedores o dicha Parte toma cualquier medida societaria para autorizar o que prevea las acciones establecidas con anterioridad a esta cláusula (i); o (ii) cuando se inicie un procedimiento contra la Parte en el que se solicite cualquier tipo de reorganización, acuerdo, convenio, reajuste, liquidación, disolución o medida similar en virtud del código federal de quiebras actual o futuro o de cualquier otra norma gubernamental, y dicho procedimiento no se desestime dentro de los noventa (90) días posteriores a su inicio; o cuando cualquier fideicomisario, receptor, depositario o administrador de dicha Parte o de la totalidad, o de parte sustancial de sus propiedades sea nombrado sin el consentimiento o la aprobación de dicha Parte, y dicho nombramiento no sea anulado o suspendido

en apelación, o de otro modo, dentro de los noventa (90) días siguientes al nombramiento o, dentro de los noventa (90) días siguientes a la caducidad de dicha suspensión, no haya sido revocado, *con la salvedad de que*, no obstante lo anterior, el ejercicio de los derechos para hacerse cargo de la explotación de los activos de una Parte, o para hipotecar la totalidad o una parte de los activos de una Parte, mediante un acreedor garantizado de dicha Parte (incluido el nombramiento de un administrador judicial u otro representante en relación con el ejercicio de dichos derechos) no constituirá una Quiebra.

Servicio Básico: como se define en las Leyes Generales de Massachusetts (Massachusetts General Laws, MGL), cap. 164, art. 1, y en órdenes del Departamento, modificadas o promulgadas, según sea el caso, periódicamente.

Día hábil: cualquier día entre las 8:00 a. m. y las 5:00 p. m., hora del este, excepto sábados, domingos y cualquier día que sea feriado legal o en el que las instituciones bancarias federales en Boston, Massachusetts, estén autorizadas por ley a cerrar.

Cambio en la ley: tal y como se usa en este documento, significa cualquiera de los siguientes:

- a) Si debido a la emisión de una orden, o a la adopción o el cambio de cualquier ley, norma o reglamento aplicable, o en la interpretación de cualquier ley, norma o reglamento aplicable, por parte de cualquier Autoridad Gubernamental con jurisdicción competente, incluidos, entre otros, cualquier enmienda, modificación o cambio en la construcción o en la interpretación de las tarifas del Distribuidor Local, (i) se convierte en ilegal para una Parte el cumplimiento de cualquier obligación en virtud del presente ESA, o (ii) se impone o altera en cualquier aspecto sustancial el estado de licencia, certificación o franquicia, o los requisitos del Proveedor Competitivo o del intermediario municipal u otros similares.
- b) Si (i) cualquier agencia reguladora o tribunal con jurisdicción competente sobre este ESA o el Programa exige un cambio o una adición a los términos de este ESA, o a las normas o los protocolos del Programa que afecte negativamente a una Parte en cualquier aspecto sustancial; o si (ii) cualquier acción reguladora o judicial afecta a la capacidad de una Parte para cumplir con este ESA en cualquier aspecto sustancial.
- c) Si se recaudan o promulgan impuestos especiales o sobre el valor, la propiedad, la ocupación, la explotación, la transmisión, la distribución, la generación, el primer uso, la conservación, la unidad térmica británica (British Thermal Unit, BTU) o la energía, la transmisión, los servicios públicos, los ingresos brutos, el privilegio, las ventas, el uso, el consumo, el arrendamiento o las transacciones u otros impuestos, tasas, licencias, derechos o gravámenes gubernamentales (que no sean dichos cargos basados en el ingreso neto o en el patrimonio neto), o aumentos en dichos cargos, o aplicaciones de dichos cargos a una clase nueva o diferente de partes y, posteriormente, entran en vigor después de la Fecha de entrada en vigencia de este ESA, y son aplicables al Proveedor Competitivo en su desempeño en virtud del presente ESA.
- d) Si se imponen cargos, tarifas y/u obligaciones nuevos o adicionales, incluidos, entre otros, requisitos o cargos de transmisión o capacidad, al Proveedor Competitivo en su desempeño de este ESA por parte de (i) ISO-NE relacionados con un cambio aprobado por la Comisión Federal Reguladora de Energía (Federal Energy Regulatory

Commission, FERC) a la Norma de Tarifas o Mercado 1 de ISO-NE emitida en, o después de, la Fecha de entrada en vigencia de este ESA, o (ii) cualquier Autoridad Gubernamental o Distribuidor Local, excepto los cambios periódicos en el tipo de descuento de las compras por cobrar y el calendario de pagos presentados por el Distribuidor Local y aprobados por el Departamento, o cualquier categoría específicamente identificada de nuevos costos o créditos pendientes, propuestos o anticipados definidos en cualquier Apéndice de Precios y Términos como incluidos en los Precios de venta al público.

- e) Si hay cualquier otro cambio por parte de cualquier Autoridad Gubernamental o Distribuidor Local al acceso al suministro de electricidad al por menor o a los programas de agrupación municipal de una manera que aumente directamente el costo de rendimiento del Proveedor Competitivo en virtud de este ESA.

Comercialmente Razonable: cualquiera de las prácticas, los métodos y los actos que, en el ejercicio de un juicio razonable y a la luz de los hechos conocidos, o que, en el ejercicio de la debida diligencia, deberían haberse conocido en el momento en que se tomó la decisión, y que se habrían esperado en la industria para lograr el resultado deseado en consonancia con la fiabilidad, la seguridad, la expedición, la economía del proyecto y las leyes y los reglamentos aplicables.

Honorarios de Consultoría: el monto en dólares por kWh, según lo establecido en cualquier Apéndice de Precios y Términos.

Datos del Consumidor: la información de identificación de todos los Consumidores Elegibles y Participantes puesta a disposición del Proveedor Competitivo como resultado de la ejecución de este ESA, incluidos, entre otros, los números de cuenta del Distribuidor Local, los nombres y las direcciones de facturación, las direcciones de servicio, los números de teléfono, el uso de kWh y los valores de las etiquetas de capacidad instalada (Installed Capacity, ICAP).

CPG: Colonial Power Group, Inc., el consultor y representante actual del Intermediario que actúa en nombre de este, que es responsable de cumplir con algunas de las obligaciones del Intermediario en el ESA y en el desarrollo, la implementación y la administración del Programa de acuerdo con los términos del Plan y de este ESA.

Plazo de entrega: el período para el cual se han establecido los precios del Suministro Eléctrico Total, de acuerdo con lo estipulado en cualquier Apéndice de Precios y Términos.

Fecha de finalización del plazo de entrega: el mes final de un plazo de entrega según lo establecido en cualquier Apéndice de Precios y Términos.

Fecha de inicio del plazo de entrega: el mes inicial de un plazo de entrega según lo establecido en cualquier Apéndice de Precios y Términos.

Departamento: el Departamento de Servicios Públicos de Massachusetts o cualquier agencia estatal sucesora.

EDI: intercambio electrónico de datos (Electronic Data Interchange): el intercambio de datos comerciales en un formato estandarizado entre sistemas informáticos comerciales.

Fecha de entrada en vigencia: la fecha en la cual las Partes ejecutan este ESA (se determinará en una fecha posterior si las Partes deciden ejecutar en fechas diferentes).

Consumidores Elegibles: consumidores residenciales, comerciales, industriales, municipales u otros consumidores de electricidad que reciben el Servicio Básico del sistema de distribución o transmisión del Distribuidor Local, en uno o más lugares dentro de los límites geográficos del Municipio. Entre los Consumidores Elegibles, se incluye a (1) los consumidores que disponen del Servicio Básico y han indicado que no desean que su información de contacto se comparta con proveedores competitivos con fines de mercadotecnia; y (2) los consumidores que reciben Servicio Básico más un producto opcional de Energía Renovable que permite la inscripción simultánea en el Servicio Básico o en un suministro competitivo. Dentro de los Consumidores Elegibles, se excluye a (a) los consumidores que tienen Servicio Básico y han pedido a su Distribuidor Local que no los inscriba en el servicio con ningún proveedor competitivo; (b) los consumidores que reciben el Servicio Básico y están inscritos en un producto de Energía Renovable que prohíbe el cambio a un proveedor competitivo; y (c) los consumidores que reciben un servicio de suministro competitivo.

ESA: este Acuerdo de Servicio Eléctrico, incluidos, entre otros, sus apéndices, que se incorporan por referencia, y cualquier enmienda a este suscrita por las Partes después de la Fecha de entrada en vigencia.

Caso de incumplimiento: tendrá el significado especificado en el Artículo 4.4.

FERC: la Comisión Federal Reguladora de Energía (Federal Energy Regulatory Commission) o cualquier agencia federal sucesora.

Fuerza mayor: cualquier evento que no esté bajo el control razonable de la Parte afectada y que impida a dicha parte cumplir, total o parcialmente, sus obligaciones en virtud de este ESA. Se incluyen, entre otros, hechos fortuitos; vientos; huracanes; tornados; incendios; pandemias o epidemias; deslizamientos de tierra; terremotos; inundaciones; otras catástrofes naturales; huelgas; cierres patronales u otros disturbios industriales; actos de enemigos públicos; actos, omisiones de acción u órdenes de cualquier tipo, de cualquier autoridad gubernamental que actúe en su capacidad regulatoria o judicial; no obstante, los actos discrecionales, las omisiones de acción o las órdenes de cualquier tipo por parte del Intermediario no podrán ser alegados como un evento de Fuerza Mayor por el Intermediario; insurrecciones; acción militar; guerra (declarada o no); sabotaje; revueltas; disturbios civiles o explosiones. Nada de lo estipulado en esta disposición intenta excusar a ninguna Parte de su cumplimiento debido ante cualquier acto gubernamental, omisión de acción u orden, cuando estuviera razonablemente dentro del poder de dicha Parte impedir dicho acto, omisión u orden. Las dificultades económicas de cualquiera de las Partes no constituirán un evento de Fuerza Mayor.

Contrato a plazo: tendrá el significado que le otorga el Código de los Estados Unidos (United States Code, U.S.C.) 11, art. 101(25).

Comerciante con contrato a plazo: tendrá el significado que le otorga el U.S.C. 11, art. 101(26).

Comunicaciones generales: comprenden el tipo de comunicaciones descritas y definidas en el Artículo 5.6.3 del presente documento.

Autoridad Gubernamental: cualquier gobierno nacional, estatal o local, cualquiera de sus subdivisiones políticas o cualquier otro instrumento gubernamental, judicial, regulatorio, público o estatutario, autoridad, organismo, agencia, departamento, oficina o entidad, excepto el Intermediario.

Norma Gubernamental: cualquier ley, norma, regulación, ordenanza, orden, código, permiso, interpretación, juicio, decreto o forma similar de decisión de cualquier Autoridad Gubernamental que tenga el efecto y la fuerza de la ley.

Valor de la etiqueta de ICAP: la contribución de la cuenta de un consumidor a la carga máxima, expresada en kW por mes, según lo determine el Distribuidor Local conforme con el Manual de ISO New England para el mercado de capacidad a plazo.

Consumidores Elegibles Iniciales: consumidores de electricidad residencial, comercial, industrial, municipal o de otro tipo que sean Consumidores Elegibles a partir de la Fecha de entrada en vigencia.

ISO NE: ISO New England, Inc. es el Operador Independiente del Sistema de Nueva Inglaterra, o su sucesor u otra entidad que supervise el despacho integrado de las plantas de energía en Nueva Inglaterra y la transmisión masiva de electricidad a través de la red eléctrica de Nueva Inglaterra.

kWh, kW: kilovatio hora y kilovatio, respectivamente.

Grandes industrias: la cuenta de un consumidor que cumple con alguno de los siguientes requisitos: (i) un valor de la etiqueta de ICAP asignado por el Distribuidor Local de 100 kW o superior, o (ii) un uso proyectado de más de 500,000 kWh al año.

Distribuidor Local: los servicios de distribución local, o cualquier empresa o entidad sucesora que proporciona los servicios de distribución de electricidad en el Municipio.

Consumidores de bajos ingresos: consumidores del programa residencial que son designados por el Distribuidor Local para recibir una tarifa de bajos ingresos (por ejemplo: el código de Clase de Tarifa “R-2”) en cualquier período o ciclo de facturación específico.

NEPOOL: el consorcio energético de Nueva Inglaterra.

Nuevos Consumidores Elegibles: consumidores de electricidad residencial, comercial, industrial, municipal o de otro tipo que pasen a ser Consumidores Elegibles después de la Fecha de entrada en vigencia.

Nuevos impuestos: cualquier impuesto no vigente a la Fecha de entrada en vigencia promulgado por una Autoridad Gubernamental o por el Intermediario, que entre en vigor después de la Fecha de entrada en vigencia con respecto al Suministro Eléctrico Total, o cualquier Norma Gubernamental promulgada y vigente en la Fecha de entrada en vigencia o después de esta que resulte en la aplicación de un impuesto existente por primera vez a los Consumidores Participantes.

Agregado Operativo: una tarifa volumétrica expresada en \$/kWh, establecida en cualquier Apéndice de Precios y Términos, en caso de que corresponda, que puede ser fijada por el Plan y referenciada en los considerandos de este ESA que el Intermediario puede, a su entera discreción,

ordenar al Proveedor Competitivo que (i) incluya en los Precios de venta al público y que (ii) recaude y remita al Intermediario todos los fondos resultantes de dicha tarifa de conformidad con el Artículo 18.10 de este ESA.

Consumidores Participantes: consumidores Elegibles inscritos en el programa.

Partes: el Intermediario y el Proveedor Competitivo, según lo requiera el contexto. En singular, “Parte” se referirá a cualquiera de las anteriores.

Plan: el Plan desarrollado por el Intermediario y aprobado por el Departamento, incluida cualquier enmienda que se le haga a fin de agrupar a los consumidores de electricidad con el propósito principal de negociar tarifas beneficiosas para el suministro de electricidad a dichos consumidores en conformidad con el Programa.

Punto de Entrega: el punto de interconexión entre las instalaciones de transmisión del consorcio de NEPOOL y las instalaciones de transmisión del Distribuidor Local.

Punto de Venta: el medidor eléctrico de la cuenta de cada Consumidor participante, según lo designado por el Distribuidor Local.

Apéndice de Precios y Términos: básicamente, el Apéndice A en el presente, que está vigente en virtud de este ESA y que, entre otros términos, establece los precios y términos para el Suministro Eléctrico Total para los consumidores dentro de cada Clase de Tarifa.

Producto: una única opción de Suministro Eléctrico Total ofrecida a los Consumidores Elegibles a un precio específico y que contiene una combinación específica de servicios de energía y atributos individuales de otros productos.

Programa: el Programa de Suministro de Energía de Elección Comunitaria, según el cual el Plan se describe y se implementa.

Clase de Tarifa: agrupaciones de los Consumidores consistentes con las definiciones creadas por el Distribuidor Local y reconocidas por el Departamento.

Documentos relacionados: tal como se utiliza en el presente acuerdo, significa cualquiera de los siguientes: (i) cualquier documento explícitamente requerido por este ESA y ejecutado por el Proveedor Competitivo y (ii) cualquier apéndice de este ESA, incluido el Apéndice de Precios y Términos, y cualquier apéndice o adición posterior a este ESA acordado y ejecutado por las Partes.

Certificados de Energías Renovables (Renewable Energy Certificates, REC): un instrumento que identifica los atributos de generación relevantes de cada MWh producido por una unidad de generación renovable. Todos los REC serán creados y registrados por el Sistema de Información de Generación de NEPOOL o por el sistema de seguimiento de certificados de energía renovable del Operador Independiente del Sistema (Independent System Operator, ISO) o de la organización regional de transmisión (Regional Transmission Organization, RTO) relevante, donde dichos REC son generados y retirados, según corresponda, o serán certificados por terceros.

Obligaciones de energía renovable: el total de los compromisos de todas las energías renovables con los Consumidores Participantes en virtud de este ESA, incluidas todas las obligaciones de las Normas de Energía Renovable y cualquier Energía Renovable Voluntaria adicional incluida en los

Productos opcionales, si corresponde, según lo establecido en cualquier Apéndice de Precios y Términos.

Norma(s) de Energía Renovable: hace referencia, de forma colectiva, a la Norma de Energía Limpia, la Norma de Cartera de Energías Renovables, la Norma de Cartera de Energías Renovables Alternativas y la Norma del Valor Pico de la Energía Limpia, según se define en las MGL, cap. 21N, arts. 3(c), 3(d) y 7 (Ley de Soluciones al Calentamiento Global), o en las MGL, cap. 25A, art. 11F, art. 11F1/2 (Norma de Cartera de Energías Renovables y Norma de Cartera de Energías Renovables Alternativas), o en las MGL, cap. 25A, art. 17 (Norma del Valor Pico de la Energía Limpia), o en las MGL, cap. 164, art. 1, o en las normas o los reglamentos relacionados.

Precio(s) de venta al público: la(s) tarifa(s) establecida(s) en cualquier Apéndice de Precios y Términos que el Proveedor Competitivo cobrará a los Consumidores Participantes por cada Producto.

Plazo: según se define en el Artículo 4.1.

Energía Renovable Voluntaria: energía eléctrica, o REC que certifican la energía eléctrica, generada por equipos o instalaciones que incluyen energía solar, biomasa, gas residual, turbinas eólicas, energía hidroeléctrica u otro recurso o tecnología de generación de energías renovables, según se define en las MGL cap. 25A, art. 11F, art. 11F1/2, o en las MGL cap. 164, art. 1, y las normas o los reglamentos promulgados en virtud de estos, o que, de otro modo, pueden agregarse e incorporarse a los Productos como una compra voluntaria o compra de REC, definida en cada Apéndice de Precios y Términos.

ARTÍCULO 2 DERECHOS OTORGADOS

2.1 DESCRIPCIÓN GENERAL Y PRESCRIPCIONES

Por el presente, se concede al Proveedor Competitivo el derecho exclusivo de proporcionar el Suministro Eléctrico Total a los Consumidores Participantes, de conformidad con los términos del Programa y de este ESA. Para evitar dudas, el Proveedor Competitivo estará autorizado a proporcionar el Suministro Eléctrico Total solo a los Consumidores Participantes, y el Distribuidor Local seguirá teniendo el derecho y la obligación de suministrar electricidad a los Consumidores Elegibles que opten por excluirse del Programa y permanezcan en el Servicio Básico o regresen a él, hasta que los cambios en la ley, la regulación o la política puedan permitir lo contrario. Sin embargo, el Proveedor Competitivo reconoce que este ESA no garantiza que los Consumidores Elegibles individuales sean atendidos por él. Sin perjuicio de cualquier disposición de este ESA que indique lo contrario, si se agrega una nueva Clase de Tarifa al Programa, en la medida en que dicha Clase de Tarifa no incluya a los consumidores atendidos actualmente en el marco del Programa, el Intermediario podrá celebrar un acuerdo separado para proporcionar el servicio eléctrico y otros servicios a dicha Clase de Tarifa, ya sea con (i) el Proveedor Competitivo o (ii) con un proveedor alternativo bajo su propio activo de carga.

El Intermediario autoriza al Proveedor Competitivo, en nombre del Municipio y de los Consumidores Participantes, a tomar todas y cada una de las medidas que el Proveedor Competitivo determine necesarias para permitir el cambio y la inscripción de acuerdo con este ESA, las regulaciones del Departamento y las normas y los términos del Proveedor

Competitivo y del Distribuidor Local del presente acuerdo. Según el Artículo 3 a continuación, todos los Consumidores Elegibles se inscribirán automáticamente en el Programa, a menos que opten por excluirse.

El Intermediario autorizará específicamente al Distribuidor Local a proporcionar, y el Proveedor Competitivo tendrá el derecho de obtener y de utilizar según lo necesite, todos los Datos de los Consumidores que el Distribuidor Local disponga razonablemente y que sean necesarios para que el Proveedor Competitivo cumpla con sus obligaciones en virtud de este ESA. Si el Proveedor Competitivo lo solicita, el Intermediario acepta realizar esfuerzos comercialmente razonables, a expensas del Proveedor Competitivo, para ayudar a este a obtener los Datos de los Consumidores, lo que incluye, entre otros, ayudar al Proveedor Competitivo a obtener permiso de los Consumidores Elegibles y/o del Departamento cuando sea necesario como requisito previo para el suministro de dicha información. El Proveedor Competitivo no será responsable de los errores que cometa en la provisión del Suministro Eléctrico Total, en la medida en que dichos errores sean causados por errores u omisiones en la información que le proporciona el Distribuidor Local o el Intermediario.

Además, en la medida en que el Departamento permita que el Intermediario reciba información sobre otros consumidores del Distribuidor Local, incluidos, entre otros, los Nuevos Consumidores Elegibles, el Intermediario autorizará al Distribuidor Local a proporcionar dicha información al Proveedor Competitivo, y el Proveedor Competitivo tendrá derecho de obtener y utilizar la información que el Distribuidor Local disponga razonablemente para apoyar las actividades de concientización y divulgación dirigidas al consumidor por el Intermediario, de conformidad con el Artículo 3.4.

Este ESA es un Contrato a Plazo, y el Intermediario y el Proveedor Competitivo son Comerciantes con Contratos a Plazo.

2.2 AUSENCIA DE TERCEROS BENEFICIARIOS O RELACIÓN DE REPRESENTACIÓN

Este ESA no confiere ni tiene la intención de conferir ningún derecho o recurso a ninguna persona que no sean las Partes, salvo que se establezca lo contrario en el ESA. En este ESA se reconoce a los Consumidores Elegibles el derecho, en virtud de las MGL, cap. 164, a adquirir electricidad del Proveedor Competitivo, de conformidad con el Plan y con este ESA. El Intermediario tiene el derecho, pero no la obligación, de abogar en nombre de los Consumidores Elegibles interesados en contratar el suministro eléctrico y en nombre de todos los Consumidores Participantes, a menos que la ley lo impida.

El Intermediario está autorizado a actuar en nombre de los Consumidores Elegibles en la contratación de un suministro eléctrico para dichos consumidores y está autorizado a actuar como representante de todos los Consumidores Participantes. El Intermediario y el Proveedor Competitivo acuerdan y comprenden que los Consumidores Participantes serán mandantes o beneficiarios en virtud de este ESA, y que se considerará que tienen acceso a un contrato con el Proveedor Competitivo, *siempre que, sin embargo*, en cualquier litigio que surja bajo este ESA, solo el Intermediario, como representante de los Consumidores Participantes, tiene el derecho, pero no la obligación, de presentar reclamos contra el Proveedor Competitivo.

2.3 CUMPLIMIENTO DE LAS LEYES

Al celebrar el presente ESA, las Partes declaran específicamente que han ejercido la debida diligencia para revisar y cumplir plenamente todas las normativas y órdenes pertinentes de la FERC, el Departamento, el Fiscal General de Massachusetts y el Departamento de Recursos Energéticos de Massachusetts, así como de cualquier otra Autoridad Gubernamental que tenga jurisdicción sobre cualquier elemento de las transacciones contempladas en este ESA.

2.4 CONDICIONES PREVIAS

Las obligaciones del Intermediario bajo este ESA estarán condicionadas a que el Proveedor Competitivo o, con respecto a los puntos (c) y (d) a continuación, la filial del Proveedor Competitivo o el comercializador de energía mayorista contratado, cumplan los siguientes requisitos:

- a) Mantener la licencia de Proveedor Competitivo del Departamento (tal como se define dicho término en los Términos y Condiciones del Distribuidor Local para Proveedores Competitivos).
- b) Ejecutar un Acuerdo de Servicio de Suministro Eléctrico Competitivo con el Distribuidor Local en una forma razonablemente satisfactoria para el Proveedor Competitivo.
- c) Ejecutar las solicitudes y los acuerdos pertinentes de ISO-NE.
- d) Obtener la autorización de la FERC para vender energía a precios basados en el mercado.
- e) Completar las pruebas de intercambio electrónico de datos (Electronic Data Interchange, EDI) con el Distribuidor Local.
- f) Proporcionar toda otra documentación razonablemente requerida por el Distribuidor Local para que los Proveedores Competitivos lleven a cabo sus obligaciones en virtud de este ESA.

Si el Proveedor Competitivo no ha cumplido con todos estos requisitos antes de la fecha de inicio del plazo de entrega, el Intermediario podrá rescindir el presente ESA sin responsabilidad alguna. Cualquier incumplimiento de tales requisitos después de la Fecha de entrada en vigencia estará sujeto a los artículos 4.2 y 4.4.

ARTÍCULO 3 ELECCIÓN DEL CONSUMIDOR, NOTIFICACIÓN DE DERECHO, INSCRIPCIÓN

3.1 ELECCIÓN DEL CONSUMIDOR

Las Partes reconocen y acuerdan que todos los Consumidores Participantes tienen el derecho, según lo establecido en las MGL, cap. 164, art. 134, y en el Programa, a cambiar su proveedor de energía eléctrica, como se establece en el Artículo 2.1. Las Partes declaran y se garantizan mutuamente que no obstruirán el derecho de los Consumidores Participantes a optar por excluirse del Programa, y cumplirán con las normas, regulaciones o políticas del Departamento, el

Distribuidor Local y/u otra Autoridad Gubernamental legal con respecto a los procedimientos para optar por excluirse o cambiar de un proveedor de energía eléctrica a otro.

3.2 APLICABILIDAD DE LOS REQUISITOS DE NOTIFICACIÓN AL CONSUMIDOR

Si este es el primer ESA del Programa, los requisitos de notificación establecidos en el Artículo 3.3 se aplicarán tanto a los Consumidores Elegibles Iniciales como a los Nuevos Consumidores Elegibles. No obstante, si este no es el primer ESA del Programa y el Programa tiene Consumidores Participantes desde la Fecha de entrada en vigencia, los requisitos de notificación establecidos en el Artículo 3.3 se aplicarán solo a los Nuevos Consumidores Elegibles, a menos se obligue expresamente al Proveedor Competitivo, en un Apéndice de Precios y Términos, a enviar por correo una opción de exclusión en un plazo necesario para dar inicio al servicio de los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles en la Fecha de inicio del plazo de Entrega.

El Proveedor Competitivo enviará por correo una opción de exclusión a los Nuevos Consumidores Elegibles según lo indique el Intermediario, pero no más de cuatro veces por año calendario (a menos que las Partes acuerden algo distinto) y en un plazo comercialmente razonable según lo indiquen el Intermediario o CPG.

3.3 NOTIFICACIÓN A LOS CONSUMIDORES SOBRE LOS DERECHOS DE EXCLUSIÓN

De acuerdo con los requisitos de toda Norma Gubernamental aplicable, el Intermediario solicitará o hará que CPG solicite y obtenga del Distribuidor Local y proporcione al Proveedor Competitivo el número de cuenta, la dirección de servicio y facturación, y otra información de contacto pertinente de todos los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles, según corresponda. Sin embargo, CPG excluirá a todos los Nuevos Consumidores Elegibles considerados como Grandes industrias de la lista de cuentas de Nuevos Consumidores Elegibles que proporciona al Proveedor Competitivo. El Proveedor Competitivo notificará a cada uno de dichos Consumidores Elegibles (i) la fecha, expresada como la fecha de lectura del medidor para un mes determinado, en la que dichos Consumidores Elegibles se inscribirán automáticamente en el Programa, y (ii) que el Proveedor Competitivo proporcionará el Suministro Eléctrico Total a dicho Consumidor Elegible a partir de la misma fecha, sujeto a las disposiciones de exclusión de las MGL cap. 164, art. 134, el Plan y el Programa (“Aviso de exclusión”). CPG o el Intermediario prepararán y proporcionarán al Proveedor Competitivo un Aviso de exclusión de formato y contenido aprobado por el Departamento (“Aviso de exclusión aprobado”), y el Proveedor Competitivo proporcionará de inmediato sus comentarios y sugerencias razonables sobre dicho formulario con el entendimiento de que, según la práctica actual del Departamento, el formulario final está sujeto a la aprobación del Departamento. El Proveedor Competitivo enviará solo el Aviso de exclusión aprobado a cada Consumidor Elegible Inicial o Nuevo Consumidor Elegible, según corresponda, en un plazo Comercialmente Razonable, según lo indiquen el Intermediario o CPG, y de conformidad con las directivas del Departamento, pero no menos de treinta y siete (37) días antes de la fecha de inscripción automática requerida por el Departamento. El Aviso de exclusión aprobado deberá: (i) indicar de manera destacada todos los cargos que debe fijar el Proveedor Competitivo; (ii) proporcionar un resumen de los precios y los términos de servicio

incluidos en el Apéndice de Precios y Términos aplicable, así como divulgar completamente los precios y los términos ofrecidos por el Distribuidor Local para el Servicio Básico; (iii) indicar cómo un Consumidor Elegible Inicial o un Nuevo Consumidor Elegible puede optar por excluirse del Programa antes de la inscripción y permanecer en el Servicio Básico del Distribuidor Local; (iv) indicar cómo un Consumidor Participante puede elegir o rechazar voluntariamente cualquier otro Producto ofrecido dentro del Programa; y (v) establecer la manera en que todos los Consumidores Participantes, después de la inscripción, también tendrán derecho a optar por excluirse en cualquier momento y regresar al Servicio Básico o elegir un nuevo proveedor competitivo sin pagar una tarifa o una multa al Proveedor Competitivo. No se inscribirá automáticamente a un Consumidor Elegible Inicial o un Nuevo Consumidor Elegible cuando se devuelva un Aviso de exclusión por no haberse podido entregar. El Intermediario acepta tomar las medidas adicionales que el Proveedor Competitivo pueda solicitar razonablemente, y a expensas del Proveedor Competitivo, en relación con el desempeño de este último en virtud de este Artículo 3.3.

El Proveedor Competitivo es responsable de todos los costos asociados con los esfuerzos del Intermediario por brindar una notificación al consumidor a todos los Consumidores Elegibles Iniciales y Nuevos Consumidores Elegibles conforme con este Artículo 3.3. Tales costos incluyen, entre otros, los materiales impresos, la impresión, la realización de copias, el envío por correo, el franqueo y los servicios de traducción a otros idiomas. En caso de que también se espere que el Intermediario o CPG incurran en costos similares para apoyar las actividades anteriores (“Costos de apoyo”), el Intermediario o CPG, según corresponda, proporcionarán al Proveedor Competitivo un aviso previo antes de incurrir en dichos Costos de apoyo. El total de los Costos de apoyo en un año calendario determinado no excederá el “Límite de costos de apoyo” establecido en cualquier Apéndice de Precios y Términos. El Proveedor Competitivo coordinará con el Intermediario o con CPG y reembolsará todos los Costos de apoyo Comercialmente Razonables, reales y documentados. El Proveedor Competitivo mantendrá una lista completa de las exclusiones durante el tiempo que dure este ESA, ya sea que se hayan recibido antes de la inscripción inicial o después de que se hayan inscrito las cuentas. Previa solicitud, el Proveedor Competitivo pondrá esta lista de exclusión a disposición del Intermediario o de CPG.

Al proporcionar las notificaciones establecidas en este Artículo 3.3 y al realizar las actividades del Artículo 3.5 a continuación, el Proveedor Competitivo debe basarse en la información que le proporcionen el Intermediario o CPG con el fin de cumplir con tales obligaciones. El Proveedor Competitivo no será responsable de ningún error u omisión en relación con su notificación de Consumidores Elegibles Iniciales o Nuevos Consumidores Elegibles que resulten de errores u omisiones en la información proporcionada por el Intermediario o por CPG. A efectos aclaratorios, el Intermediario o CPG solicitarán al Distribuidor Local todas las listas de correo de Consumidores Elegibles Iniciales y/o Nuevos Consumidores Elegibles que deban recibir notificaciones en virtud del presente Artículo 3.3 y las compartirán con el Proveedor Competitivo. El Intermediario y CPG reconocen que el Proveedor Competitivo no será responsable de solicitar las listas de correo directamente al Distribuidor Local. El Proveedor Competitivo tampoco será responsable de los retrasos en el envío de notificaciones a los Consumidores Elegibles Iniciales, los Nuevos Consumidores Elegibles o los Consumidores Participantes en la medida en que sean causados por retrasos en la recepción de información o por la forma de comunicación del Intermediario o CPG.

3.4 CONCIENTIZACIÓN DEL CONSUMIDOR

3.4.1 Notificación al consumidor de un Nuevo Proveedor Competitivo: en caso de que el Programa tenga Consumidores Participantes a partir de la Fecha de entrada en vigencia de este ESA y el Proveedor Competitivo no sea el proveedor actual del Programa, antes de la inscripción inicial de cualquier cuenta de consumidor por parte del Proveedor Competitivo en la Fecha de inicio del plazo de entrega, el Intermediario o CPG proporcionarán al Proveedor Competitivo el número de cuenta del Distribuidor Local, la dirección de servicio, la dirección de facturación y cualquier otra información de contacto pertinente de los Consumidores Participantes. El Proveedor Competitivo notificará a dichos Consumidores Participantes que será quien proporcione el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega. También notificará los Precios de venta al público y los Productos del Programa conforme con el Apéndice de Precios y Términos aplicable de este ESA. El Intermediario o CPG prepararán y entregarán al Proveedor Competitivo el formulario y el contenido del aviso, y el Proveedor Competitivo entregará dicho aviso a cada Consumidor Participante de una manera y dentro de un plazo Comercialmente Razonables, según lo indiquen el Intermediario o CPG. El Proveedor Competitivo es responsable de todos los costos asociados con dicha notificación al consumidor, incluidos, entre otros, los materiales impresos, la impresión, la realización de copias, el envío por correo, el franqueo y los servicios de traducción a otros idiomas.

3.4.2 Actividades de concientización para el Consumidor del Proveedor Competitivo o de CPG: siempre que todas las Partes acuerden mutuamente el método y el contenido, el Proveedor Competitivo o CPG podrán llevar a cabo actividades de concientización para el consumidor a expensas exclusivas de dicha parte. Dichas actividades deben ser consistentes con el Plan de asesoramiento incluido en el Plan.

3.4.3 Actividades de concientización para el Consumidor del Intermediario: el Proveedor Competitivo será responsable de los costos asociados con las actividades de concientización para el consumidor dirigidas por el Intermediario, pero solo si dichas actividades y su alcance se detallan y se delegan explícitamente al Proveedor Competitivo en cualquier Solicitud de Propuestas para servicios competitivos de suministro eléctrico emitida en relación con este ESA y, también, expresamente establecida en cualquier Apéndice de Precios y Términos (“Promociones del Programa”). Dichas Promociones del Programa pueden incluir mejoras en el sitio web del Intermediario, anuncios impresos, publicidad paga en redes sociales, información para el consumidor y la preparación y entrega de materiales de asesoramiento separados e independientes de otras notificaciones al consumidor enviadas por correo y requeridas de conformidad con el presente ESA. El Proveedor Competitivo no será responsable de los costos de ninguna promoción del programa que no sea una Promoción del Programa incluida en la Solicitud de Propuesta y en el Apéndice de Precios y Términos. El Intermediario también puede solicitar al Proveedor Competitivo que imprima y envíe por correo a los Consumidores Participantes, Consumidores Elegibles o consumidores de electricidad del Municipio materiales de Promociones del Programa preparados por el Intermediario, siempre que esto no ocurra más de una vez en un año calendario determinado, durante el plazo de este ESA, y siempre que el contenido de dichas Promociones del Programa esté sujeto a los comentarios razonables del Proveedor Competitivo y a la aprobación final del Departamento. Los costos totales de las Promociones del Programa en un año calendario determinado no excederán el “Límite de las Promociones del Programa” establecido en cualquier Apéndice de Precios y Términos.

Asimismo, el Intermediario puede, a su discreción, ajustar el(los) Precio(s) de venta al público para permitir que el Intermediario o CPG recuperen los costos incurridos por cualquiera de las partes en las actividades de concientización para el consumidor dirigidas por el Intermediario, en cuyo caso el Intermediario ordenará al Proveedor Competitivo que recopile y remita dichos reembolsos al Intermediario o a CPG, según corresponda.

3.5 INSCRIPCIÓN

Los procedimientos de inscripción que se detallan en este Artículo 3.5 también se resumen en el Anexo A del presente ESA. Sin embargo, en caso de conflicto entre este Artículo 3.5 y el Anexo A, prevalecerán los términos de este Artículo. El Proveedor Competitivo inscribirá a los consumidores de conformidad con este Artículo 3.5 y de acuerdo con las normas aplicables del Distribuidor Local.

3.5.1 Consumidores Elegibles Iniciales: en caso de que corresponda y de conformidad con el Artículo 3.2, CPG o el Intermediario proporcionarán al Proveedor Competitivo la lista de Consumidores Elegibles Iniciales, así como las direcciones de servicio y facturación de dichos Consumidores Elegibles Iniciales, y cualquier otra información relacionada que las Partes acuerden que es necesaria, con tiempo suficiente para que el Proveedor Competitivo comience a brindar el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega.

3.5.2 Consumidores Participantes: en caso de que corresponda y de conformidad con el Artículo 3.4, CPG o el Intermediario proporcionarán al Proveedor Competitivo la lista de Consumidores Participantes, así como las direcciones de servicio y facturación de dichos Consumidores Participantes, y cualquier otra información relacionada que las Partes acuerden que es necesaria, con tiempo suficiente para que el Proveedor Competitivo comience a brindar el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega. Todos los Consumidores Participantes seguirán estando inscritos en el Programa bajo los términos del presente ESA a menos que opten por excluirse, de acuerdo con el Plan, este ESA y las Normas Gubernamentales.

3.5.3 Nuevos Consumidores Elegibles: los Nuevos Consumidores Elegibles que (a) reciban un aviso y (b) no opten por excluirse del Programa, cada uno y según lo dispuesto en el Artículo 3.3, serán inscritos automáticamente por el Proveedor Competitivo en el Programa al Precio de venta al público del Producto estándar.

3.5.4 Consumidores Elegibles que anteriormente optaron por excluirse: en cualquier momento durante el Plazo del presente ESA, los Consumidores Elegibles que anteriormente optaron por excluirse del Programa, con la excepción de los Consumidores Elegibles considerados como Grandes industrias, pueden solicitar la inscripción en el Programa. El Proveedor Competitivo proporcionará el Suministro Eléctrico Total a dichos Consumidores Elegibles al Precio de venta al público aplicable para el Producto seleccionado.

3.5.5 Consumidores Elegibles anteriormente atendidos por terceros: el Proveedor Competitivo acepta que, con la excepción de los consumidores considerados como Grandes industrias, los consumidores a los que se esté abasteciendo o se haya abastecido anteriormente en virtud de acuerdos de suministro competitivo con terceros pueden elegir

recibir el Suministro Eléctrico Total al Precio de venta al público aplicable para el Producto seleccionado cuando dichos acuerdos finalicen o se completen.

3.5.6 Consumidores considerados como Grandes industrias: los consumidores considerados como Grandes industrias que (i) ahora son Nuevos Consumidores Elegibles o (ii) anteriormente optaron por excluirse del Programa, o (iii) estén recibiendo o hayan recibido previamente un servicio de suministro competitivo de terceros podrán solicitar su inscripción en el Programa, y el Proveedor Competitivo ofrecerá brindar el Suministro Eléctrico Total a dichos consumidores considerados como Grandes industrias con base en la tarifa de mercado del momento, según determine el Proveedor Competitivo a su entera discreción para el Producto seleccionado. Dicha oferta deberá ser coherente con todos los términos del presente ESA, incluida, entre otras, la posibilidad del consumidor de optar por excluirse del Programa, en cualquier momento y sin penalización alguna. Antes de la inscripción, el Proveedor Competitivo notificará de inmediato por escrito a CPG si cualquier Consumidor Elegible considerado como Grandes industrias acepta dicha oferta de la tarifa de mercado.

ARTÍCULO 4 PLAZO DEL ACUERDO Y TERMINACIÓN

4.1 PLAZO

El presente ESA comenzará en su Fecha de entrada en vigencia; *se estipula, no obstante*, que la obligación del Proveedor Competitivo de proporcionar el Suministro Eléctrico Total durante cualquier Plazo de entrega comience en la Fecha de inicio del plazo de entrega y finalice en la Fecha de finalización del plazo de entrega, cada una según lo establecido en un Apéndice de Precios y Términos, a menos que se rescinda antes, en virtud de lo establecido en el Artículo 4.2 a continuación (“Plazo”); se estipula, no obstante, que el Proveedor Competitivo solo comenzará a prestar servicio a un Consumidor Participante después de que dicho Consumidor haya sido inscrito por el Proveedor Competitivo y de que el Consumidor Participante haya sido transferido del Distribuidor Local al Proveedor Competitivo, de acuerdo con todas las Normas Gubernamentales. Puede tomar hasta dos ciclos de facturación para que la inscripción con el Proveedor Competitivo entre en vigencia. El Proveedor Competitivo no es responsable de dicho retraso, ni de ninguna falla o demora en la inscripción de cualquier Consumidor Participante causada por el Distribuidor Local. El Intermediario proporcionará la cooperación, la asistencia, los documentos, las autorizaciones, los instrumentos y otra información que el Proveedor Competitivo solicite razonablemente para permitir que los Consumidores Participantes se inscriban en el Programa y reciban el servicio.

4.2 TERMINACIÓN

El presente ESA puede finalizar en cualquier momento previo aviso por escrito:

- a) Por el Intermediario o por el Proveedor Competitivo si alguna de las Partes no subsana, de conformidad con el Artículo 4.4, cualquier incumplimiento de una disposición u obligación sustancial del presente ESA (incluidos, entre otros, el Artículo 5.6.2 y el Artículo 9, pero excluido el incumplimiento de la obligación de suministrar u organizar el Suministro Eléctrico Total, que se aborda en el Artículo 4.2(d)), en un plazo de sesenta (60) días a partir del aviso por escrito de la Parte que no haya incumplido.

- b) Por el Intermediario o por el Proveedor Competitivo si la otra Parte presenta Quiebra según los términos definidos en este ESA.
- c) Por el Intermediario o por el Proveedor Competitivo si un tribunal de jurisdicción competente declara finalmente inválida alguna disposición o condición sustancial de este ESA, o si el Departamento ejerce cualquier jurisdicción legal e invalida o desaprueba este ESA en su totalidad o en una parte significativa.
- d) Por el Intermediario, en caso de que el Proveedor Competitivo no proporcione el Suministro Eléctrico Total a los Consumidores Participantes; se dispone, no obstante, que no se permitirá al Intermediario rescindir este ESA si el hecho de que el Proveedor Competitivo no brinde ni organice el Suministro Eléctrico Total sea el resultado directo de un evento de Fuerza Mayor, sin culpa del Proveedor Competitivo o, en la medida en que no califique como Fuerza Mayor, de las acciones o falta de acciones por parte de cualquier proveedor de servicios de transmisión, el Distribuidor Local, el Intermediario, CPG, la ISO-NE o una Autoridad Gubernamental.

4.3 OBLIGACIONES LUEGO DE LA TERMINACIÓN

Tras la terminación del presente ESA, cada una de las Partes cumplirá todas las obligaciones contraídas con la otra Parte hasta la fecha de terminación del ESA. El Proveedor Competitivo cooperará razonablemente y de buena fe en la transición de los Consumidores Participantes a un nuevo proveedor competitivo o de vuelta al Distribuidor Local. A partir de la fecha de entrada en vigencia de la terminación del ESA, todos los derechos y privilegios otorgados y las obligaciones impuestas al Proveedor Competitivo cesarán, con la excepción del derecho del Proveedor Competitivo a cobrar todo el dinero adeudado por los servicios prestados, salvo que se disponga expresamente lo contrario en este ESA. Puede tomar hasta dos ciclos de facturación transferir a los Consumidores Participantes a otro proveedor o al Distribuidor Local, y el Proveedor Competitivo tiene derecho a todo el pago por el Suministro Eléctrico Total proporcionado, ya sea antes o después de la fecha de terminación. El Intermediario requerirá que el proveedor competitivo sucesor haga todo lo posible por transferir a los Consumidores Participantes del Proveedor Competitivo a su propio servicio en la Fecha de finalización del plazo de entrega. El Proveedor Competitivo puede hacer que el Distribuidor Local cancele las cuentas de cualquier Consumidor Participante que no haya sido transferido o eliminado antes de la Fecha de finalización del plazo de entrega.

4.4 CASO DE INCUMPLIMIENTO Y CUMPLIMIENTO ESPECÍFICO

Sin perjuicio de cualquier otra disposición en contrario del presente documento, las Partes acuerdan que se producirá un Caso de Incumplimiento si (i) una Parte no subsana, de conformidad con el Artículo 4.2(a), un incumplimiento de cualquier disposición sustancial u obligación en virtud de este ESA, incluidas, entre otras, las disposiciones del Artículo 6; (ii) una Parte se declara en quiebra; (iii) en el caso de un Proveedor Competitivo, el Proveedor Competitivo no proporciona el Suministro Eléctrico Total tal y como se establece en el Artículo 4.2(d); (iv) una Parte modifica, suspende o termina el Programa durante el Plazo, excepto cuando dicha modificación, suspensión o terminación sea, sin culpa de la Parte, requerida por las Normas Gubernamentales; o (v) una Parte busca terminar este ESA con excepción de lo expresamente autorizado en este ESA, incluido el Artículo 4.2. En caso de incumplimiento por parte del Intermediario, el Proveedor Competitivo

tendrá derecho al cumplimiento específico de este ESA como único recurso. Las Partes reconocen y acuerdan que, dado que el Proveedor Competitivo no tiene derecho a indemnización por daños y perjuicios en virtud del presente ESA, no existe ningún recurso legal adecuado para compensar al Proveedor Competitivo por las acciones del Intermediario según se describe en los puntos (i), (iv) o (v) y, además, acuerdan que el Proveedor Competitivo sufrirá un daño irreparable si el Intermediario lleva a cabo cualquiera de las acciones descritas en los puntos (i), (iv), o (v) en este apartado.

4.5 PRÓRROGA

El ESA podrá prorrogarse más allá de la fecha de terminación establecida en el Artículo 4.1 mediante acuerdo mutuo y por escrito de las Partes; se dispone, no obstante, que se negocien nuevas condiciones de fijación de precios y que las Partes modifiquen este ESA mediante la ejecución de un Apéndice de Precios y Términos actualizado. Tras cualquier prórroga de este ESA, el presente continuará en vigor, y todas las disposiciones del ESA modificadas conservarán la misma fuerza y efecto que antes de la prórroga, a menos que sea finalizado por cualquiera de las Partes de conformidad con las disposiciones del Artículo 4.2 o hasta la fecha indicada en dicha prórroga.

ARTÍCULO 5 CONVENIOS PERMANENTES

El Proveedor Competitivo acepta y se compromete a cumplir con cada una de las siguientes obligaciones durante el plazo del presente ESA.

5.1 ESTÁNDARES DE GESTIÓN Y OPERACIONES

En el cumplimiento de sus obligaciones en virtud del presente, durante la vigencia de este ESA, el Proveedor Competitivo empleará un número adecuado de personal capacitado y experimentado de manera competente para llevar a cabo sus responsabilidades; ejercerá todos los esfuerzos razonables para entregar o hacer arreglos para entregar un suministro de las cantidades de electricidad al Punto de Entrega que se requieren en virtud de este ESA; y cumplirá en todos los aspectos sustanciales con todos los estándares y las prácticas relevantes de la industria para el suministro de electricidad a los Consumidores Participantes.

5.2 ACCESO AL SERVICIO DE ATENCIÓN AL CLIENTE

El Proveedor Competitivo proporcionará, o hará que se proporcionen, ciertos servicios de atención al cliente a los Consumidores Participantes y a los Consumidores Elegibles. Dichos servicios serán razonablemente accesibles para los Consumidores Participantes, permitirán a los Consumidores Participantes y a los Consumidores Elegibles realizar transacciones comerciales que puedan tener con el Proveedor Competitivo y servirán como enlace comunicacional entre los Consumidores Participantes, el Intermediario, CPG y el Distribuidor Local. En la Fecha de entrada en vigencia, o antes, el Proveedor Competitivo establecerá un número de teléfono gratuito que deberá estar disponible para que los Consumidores Participantes se comuniquen con el Proveedor Competitivo desde, a más tardar, las 8:00 a. m. y, al menos, hasta las 5:00 p. m., hora del este, de lunes a viernes, con excepción de los días festivos federales, para resolver inquietudes, responder preguntas y realizar transacciones comerciales con respecto al servicio recibido del Proveedor Competitivo. El Intermediario publicará información relacionada con el Programa en su sitio web que estará a

disposición de los Consumidores Participantes a fin de que consulten información general, información sobre productos y servicios, y otros fines.

5.3 RESPUESTA A LAS SOLICITUDES DE INFORMACIÓN

En la medida autorizada por el(los) Consumidor(es) Participante(s) (si dicha autorización individual es requerida por la ley), el Proveedor Competitivo deberá, durante el horario comercial regular, responder con prontitud y sin cargo a las solicitudes razonables del Intermediario o de CPG para obtener información o explicaciones sobre los asuntos cubiertos por este ESA y sobre el suministro de energía a los Consumidores Participantes. El Proveedor Competitivo acepta designar un representante o representantes de servicio (los “Contactos de Servicio”) que estarán disponibles para estos fines, y deberá identificar la dirección de la oficina y el número de teléfono de dichos representantes. Siempre que sea necesario para cumplir con este Artículo 5.3, los Contactos de Servicio recurrirán a otros empleados o agentes del Proveedor Competitivo para obtener la información o la explicación que se solicite razonablemente. Nada de lo estipulado en este Artículo 5.3 se interpretará como una limitación de la obligación del Proveedor Competitivo de responder a las quejas o a las consultas de los Consumidores Participantes o de cumplir con cualquier regulación del Departamento o del Fiscal General con respecto al servicio de atención al cliente.

5.4 ORGANIZACIÓN DE UN SUMINISTRO ELÉCTRICO TOTAL SEGURO

5.4.1 Obligaciones en materia de Energías Renovables

El Proveedor Competitivo gestionará las Obligaciones en materia de Energías Renovables de conformidad con el presente ESA. En la medida en que este ESA requiera que la Energía Renovable Voluntaria se obtenga de recursos que se rastrean dentro del Sistema de Información de Generación de NEPOOL (NEPOOL Generation Information System, NEPOOL GIS), el Proveedor Competitivo creará y administrará una subcuenta o una cuenta de reserva de NEPOOL GIS exclusivamente para que el Programa reciba, contabilice, rastree y administre todos y cada uno de los REC adquiridos y entregados para cumplir con los requisitos de renovación voluntaria de los Productos que contienen Energía Renovable Voluntaria, si la hubiera (“Cuenta del GIS del Programa”), pero solo si el requisito de una Cuenta del GIS del Programa se establece explícitamente en cualquier Solicitud de Propuestas para servicios competitivos de suministro eléctrico en relación con este ESA y se establece en el Apéndice de Precios y Términos aplicable a este ESA. Independientemente de si se requiere que el Proveedor Competitivo establezca una Cuenta del GIS del Programa, deberá proporcionar documentación satisfactoria para el Intermediario que demuestre que el Proveedor Competitivo cumplió con todos los requisitos renovables voluntarios de los Productos que contienen Energía Renovable Voluntaria. El Proveedor Competitivo proporcionará dicha documentación o copias de informes detallados de la Cuenta del GIS del Programa conforme con el Artículo 11.1.1 y según lo solicite el Intermediario periódicamente.

5.4.2 {Reservado}

5.4.3 Interrupción en el servicio de entrega

El Proveedor Competitivo no será responsable ante el Intermediario ni ante cualquier Consumidor Participante en caso de que el Distribuidor Local, por cualquier motivo y sin culpa del Proveedor Competitivo, desconecte físicamente, restrinja o reduzca el servicio a los Consumidores Participantes.

5.5 PRESTACIÓN DE SERVICIOS NO DISCRIMINATORIA

El Proveedor Competitivo proporcionará energía eléctrica al Punto de Entrega para todos los Consumidores Participantes de forma no discriminatoria de conformidad con los precios y los términos establecidos en el Apéndice de Precios y Términos vigente en ese momento. El Proveedor Competitivo no puede negar el servicio a un Consumidor Elegible por falta de pago de las facturas del Distribuidor Local o de otro proveedor competitivo. Se permitirá al Proveedor Competitivo dar de baja a cualquier Consumidor Participante y transferirlo al Distribuidor Local por no realizar los pagos oportunos de su factura al Distribuidor Local, conforme con el Artículo 7.4.2, si el Proveedor Competitivo no ha sido compensado por el Distribuidor Local de conformidad con su Acuerdo de Servicio de Suministro Eléctrico Competitivo con el Distribuidor Local.

5.6 DATOS DE LOS CONSUMIDORES Y COMUNICACIÓN CON LOS CONSUMIDORES

5.6.1 Restricciones

Sin perjuicio de cualquier disposición contraria de este ESA, incluido este Artículo 5.6, el Proveedor Competitivo solo podrá comunicarse con los Consumidores Participantes y/o utilizar las listas de Consumidores Elegibles y Consumidores Participantes proporcionadas por el Intermediario o por CPG para enviar materiales de asesoramiento aprobados por el Intermediario, avisos de exclusión u otras comunicaciones esenciales para el funcionamiento del Programa de conformidad con los términos del presente ESA. El Proveedor Competitivo no puede utilizar dichas listas para comercializar productos o servicios adicionales a los Consumidores Elegibles o a los Consumidores Participantes. El Intermediario también será responsable de obtener todas las aprobaciones necesarias para las comunicaciones con los Consumidores Participantes, incluida cualquier revisión necesaria por parte del Departamento.

5.6.2 Propiedad y uso de los Datos de los Consumidores

El Proveedor Competitivo reconoce que, entre las Partes, el Intermediario será el propietario exclusivo de todos los derechos, títulos e intereses sobre todos los Datos de los Consumidores. El Proveedor Competitivo utilizará los Datos de los Consumidores solo para proporcionar el Suministro Eléctrico Total a los Consumidores Participantes y para prestar otros servicios requeridos o permitidos en virtud de este ESA. El Proveedor Competitivo deberá tratar los Datos de los Consumidores como información confidencial. Queda estrictamente prohibido cualquier otro uso de los Datos de los Consumidores sin el consentimiento previo por escrito del Intermediario. El Proveedor Competitivo mantendrá todos los Datos de los Consumidores en formato electrónico. A menos que lo restrinjan las Normas Gubernamentales aplicables, el Proveedor Competitivo pondrá los Datos de los Consumidores a disposición del Intermediario o de CPG previa solicitud. El Intermediario será responsable por la posesión y el uso de los Datos de los Consumidores por parte de CPG.

BORRADOR

Sin perjuicio de lo dispuesto en el Artículo 16 en sentido contrario, el Proveedor Competitivo podrá compartir los Datos de los Consumidores con filiales y proveedores externos, en la medida razonablemente necesaria, para satisfacer la provisión del Proveedor Competitivo del Suministro Eléctrico Total y otros derechos u obligaciones de rendimiento, de conformidad con el presente ESA (incluido, entre otros, el cobro de cuentas por cobrar), siempre que el Proveedor Competitivo informe por escrito a dicho proveedor de la naturaleza confidencial de los Datos de los Consumidores y de las restricciones establecidas en este Artículo 5.6 y en otras partes de este ESA. En el caso de que el Intermediario haya elegido un nuevo proveedor para su Programa, antes de la Fecha de finalización del plazo de entrega y en el momento que determine el Intermediario, el Proveedor Competitivo proporcionará una copia de los datos de los Consumidores Participantes en un formato electrónico de uso general y como exista en ese momento, al Intermediario y, bajo petición escrita del Intermediario, a otras partes, como el nuevo proveedor, que el Intermediario declare que han sido autorizadas para recibir dichos datos; siempre que el Proveedor Competitivo proporcione dichos datos “en el estado en que se encuentran” y sin garantía de ningún tipo. POR MEDIO DEL PRESENTE, EL PROVEEDOR COMPETITIVO RENUNCIA EXPRESAMENTE A TODAS LAS GARANTÍAS RELACIONADAS CON DICHS DATOS, EXPRESAS O IMPLÍCITAS, INCLUIDAS, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIALIZABILIDAD E IDONEIDAD PARA UN PROPÓSITO PARTICULAR. Una violación sustancial de este Artículo 5.6.2 por parte del Proveedor Competitivo, sus filiales o proveedores externos será motivo de terminación en virtud del Artículo 4.2(a). El Proveedor Competitivo acepta que una violación de este Artículo 5.6.2 constituirá un daño irreparable.

5.6.3 Aprobación de Comunicaciones Generales

Antes de enviar un correo directo, un correo electrónico o cualquier otra comunicación similar (de forma colectiva, “Comunicaciones Generales”) a los Consumidores Participantes (pero sin incluir las comunicaciones redactadas o adaptadas individualmente que respondan a una queja o a una circunstancia específica de un consumidor individual), el Proveedor Competitivo proporcionará una copia de dicha Comunicación General al Intermediario para que la revise, a fin de determinar si dicha comunicación es esencial para el funcionamiento del Programa de conformidad con el Artículo 5.6.1. El Intermediario tendrá el derecho de objetar dicha Comunicación General y de sugerir revisiones; siempre que, no obstante, la aprobación del Intermediario no se retenga o se retrase sin justificación. El Intermediario podrá rechazar o excluir cualquier Comunicación General propuesta que, según su juicio razonable, sea contraria a los intereses y objetivos del Programa o del Intermediario, y el Proveedor Competitivo no enviará tal Comunicación General rechazada o excluida; no obstante, dicho derecho de rechazo o exclusión no se aplicará a la notificación del Proveedor Competitivo usada para ejercer o hacer valer sus derechos en virtud del presente ESA, incluida, entre otras, cualquier notificación de Fuerza Mayor o Cambio de Ley, o cualquier comunicación requerida por el Departamento o por cualquier otra Autoridad Gubernamental.

5.6.4 Comercialización directa

El Proveedor Competitivo se compromete a no comercializar directamente un nuevo producto o servicio a ningún Consumidor Participante que se base en los conocimientos

exclusivos del Proveedor Competitivo sobre los Consumidores Participantes, o en el acceso a ellos, adquiridos como resultado directo del presente ESA, a menos que el Intermediario o CPG lo aprueben previamente por escrito. Cualquier nuevo producto o servicio que el Proveedor Competitivo y/o el Intermediario deseen ofrecer a los Consumidores Participantes de conformidad con este Artículo 5.6.4 está sujeto a la aprobación del Departamento. A los efectos de esta disposición, la “comercialización directa” incluirá llamadas telefónicas, envíos por correo o correos electrónicos de ventas de parte del Proveedor Competitivo a un Consumidor Participante mediante los cuales el Proveedor Competitivo comercialice productos o servicios distintos de los que brinda de conformidad con este ESA. Los programas de amplia base del Proveedor Competitivo que no se basen en el conocimiento o el acceso exclusivo obtenido mediante el presente ESA no constituirán dicha “comercialización directa”.

5.6.5 Listas de Consumidores Participantes

En la medida en que no esté prohibido por ninguna Norma Gubernamental, el Proveedor Competitivo proporcionará una lista de los Consumidores Participantes a los que atiende al Intermediario o a CPG, previa solicitud por escrito, incluida la información razonable de identificación y de uso, que el Intermediario también podrá solicitar, siempre y cuando el Proveedor Competitivo disponga de dicha información. El Proveedor Competitivo proporcionará las mencionadas listas de Consumidores Participantes en un formato electrónico razonablemente aceptable para ambas Partes y con una frecuencia máxima de una vez al mes.

5.7 CUMPLIMIENTO DE LAS LEYES Y LAS NORMAS

Las Partes deberán cumplir pronta y totalmente con todas las Normas Gubernamentales existentes y futuras aplicables a las actividades cubiertas por el presente ESA, lo que incluye, para el Proveedor Competitivo, todas las Normas de Energía Renovable aplicables.

5.8 CONSENTIMIENTO

Siempre que el cumplimiento de una obligación de cualquiera de las Partes requiera el consentimiento o la aprobación de una Autoridad Gubernamental, dicha Parte hará esfuerzos Comercialmente Razonables para obtener dicho consentimiento o aprobación. En caso de que el Proveedor Competitivo solicite la asistencia del Intermediario para obtener dicho consentimiento o aprobación y de que el Intermediario anticipe que incurrirá en costos para cumplir con la solicitud del Proveedor Competitivo, le dará al Proveedor Competitivo una estimación de dichos costos. Una vez recibida la estimación, el Proveedor Competitivo determinará si continuará solicitando la asistencia del Intermediario y, de ser así, el Proveedor Competitivo reembolsará al Intermediario todos los costos reales, hasta el monto estimado en dólares, en los que razonablemente haya incurrido el Intermediario en relación con dichos esfuerzos.

ARTÍCULO 6 LA FUNCIÓN DEL INTERMEDIARIO

En virtud del presente ESA; el Intermediario no recibirá, tomará posesión ni será responsable del suministro o de la entrega del Suministro Eléctrico Total de ninguna manera. Las Partes acuerdan específicamente que la función del Intermediario (además de cumplir con sus obligaciones en

virtud de este ESA) es establecer los términos y condiciones bajo los cuales el Proveedor Competitivo proporcionará el Suministro Eléctrico Total en virtud de este ESA, y exigir el cumplimiento de esos términos y condiciones al Proveedor Competitivo. Las Partes acuerdan que el Intermediario no es una “compañía distribuidora”, una “compañía eléctrica”, una “compañía generadora” ni una “compañía transmisora” dentro del significado de las MGL cap. 164, art. 1, como resultado de este ESA, a menos que un tribunal, el Departamento u otra autoridad legal dictaminen lo contrario; sin embargo, se puede considerar que el Intermediario está operando un plan municipal de agrupación de carga conforme a las MGL cap. 164, art. 134. Todos los Consumidores Participantes están obligados como mandantes y beneficiarios de este ESA, sujeto a las disposiciones de las MGL, cap. 164, art. 134, y las normas y prácticas del Departamento. Por el presente, el Proveedor Competitivo acepta que no tomará ninguna medida para responsabilizar al Intermediario ante ningún Consumidor Participante debido a cualquier acto o falta de acción por parte del Proveedor Competitivo en relación con la entrega o el suministro del Suministro Eléctrico Total.

ARTÍCULO 7 PRECIOS Y SERVICIOS; FACTURACIÓN

7.1 ANEXO DE PRECIOS Y TÉRMINOS

El Proveedor Competitivo acepta proporcionar el Suministro Eléctrico Total y otros servicios relacionados como se establece expresamente en este documento de acuerdo con los precios y términos incluidos en el Apéndice de Precios y Términos vigente en el momento de este ESA.

7.2 OBLIGACIÓN DE CUMPLIR

Entre las Partes, el Proveedor Competitivo tiene la única obligación, de conformidad con el Artículo 5.5, de organizar la entrega del Suministro Eléctrico Total a todos los Consumidores Participantes en el Punto de Entrega.

7.3 MEDICIÓN

El Distribuidor Local será el responsable de cualquier medición necesaria para facturar a los Consumidores Participantes, de acuerdo con los términos y condiciones para los proveedores competitivos del Distribuidor Local, con las modificaciones que puedan introducirse periódicamente.

7.4 TÉRMINOS Y CONDICIONES RELACIONADOS CON EL SERVICIO DE CUENTA INDIVIDUAL

7.4.1 Titularidad

La titularidad del Suministro Eléctrico Total se transferirá del Proveedor Competitivo a los Consumidores Participantes en el Punto de Venta. De acuerdo con los términos y condiciones para los proveedores competitivos del Distribuidor Local, el Proveedor Competitivo será responsable de todas y cada una de las pérdidas de línea incurridas en los sistemas de transmisión de la red local y en los sistemas de distribución, según lo determine el Distribuidor Local.

7.4.2 Facturación y pago

El Proveedor Competitivo encargará al Distribuidor Local que prepare y envíe por correo mensualmente las facturas a los Consumidores Participantes en función de las lecturas de los medidores realizadas por el Distribuidor Local en cada uno de los medidores de los Consumidores Participantes. El Proveedor Competitivo adoptará los términos de facturación y pago ofrecidos por el Distribuidor Local, a menos que acuerden lo contrario. Si los datos reales del medidor no están disponibles, el Proveedor Competitivo podrá facturar en función de sus estimaciones de uso de buena fe, y cualquier cargo excesivo o insuficiente se contabilizará en el próximo período de facturación en el que se disponga de los datos reales del medidor.

7.4.3 Transmisión local y regional

Los Precios de venta al público establecidos en cualquier Apéndice de Precios y Términos no incluyen los cargos actuales y futuros cobrados o fijados por el Distribuidor Local de conformidad con su arancel de servicio de distribución, o los costos de transmisión local que puedan imponer NEPOOL, ISO-NE o empresas eléctricas individuales que tengan aranceles de transmisión de la FERC u otros cargos similares de distribución y transmisión. El Distribuidor Local facturará y cobrará todos estos costos a los Consumidores Participantes. Si en el futuro el Proveedor Competitivo se hace responsable de dichos costos de distribución o transmisión, el Proveedor Competitivo tendrá derecho a cobrar dichos costos en la medida en que lo permitan las Normas Gubernamentales.

7.4.4 Impuestos

Todos los impuestos sobre las ventas, los ingresos brutos, los consumos específicos o similares que graven la venta o el consumo del Suministro Eléctrico Total que deba recaudar el Proveedor Competitivo se incluirán en la factura del Consumidor Participante, y el Proveedor Competitivo los remitirá a la autoridad fiscal competente. Los Consumidores Participantes serán responsables de todos los impuestos (excepto los impuestos sobre los ingresos del Proveedor Competitivo) asociados con las ventas en virtud del ESA. Los Consumidores Participantes serán responsables de identificar y solicitar cualquier exención de la recaudación de cualquier impuesto presentando la documentación adecuada al Proveedor Competitivo.

ARTÍCULO 8 PRODUCTOS OPCIONALES

El Proveedor Competitivo acepta ofrecer los Productos opcionales descritos en el Apéndice de Precios y Términos vigente en ese momento en su provisión del Suministro Eléctrico Total en virtud del presente ESA.

ARTÍCULO 9 PROTECCIONES DE SERVICIO PARA CONSUMIDORES RESIDENCIALES

Con respecto al suministro de energía minorista a los Consumidores Participantes, el Proveedor Competitivo acepta que cumplirá la normativa aplicable y cualquier enmienda en relación a esta, y con todos los códigos de conducta o todas las políticas que el Departamento pueda adoptar de

acuerdo con las MGL cap. 164, art. 1F(7). Si un Consumidor Participante lo permite, en la medida en que dicho permiso sea requerido por la ley o por los términos de cualquier orden del Departamento con respecto a este ESA, el Proveedor Competitivo acepta notificar al Intermediario y a CPG de cualquier queja de un Consumidor Participante presentada al Departamento o a la Oficina del Fiscal General de Massachusetts, registrada por estos, y recibida por el Proveedor Competitivo, que este no puede resolver con el Consumidor Participante dentro de los cinco (5) días hábiles siguientes a la recepción de la queja por parte del Proveedor Competitivo. El Proveedor Competitivo acepta notificar al Intermediario y a CPG de tales quejas después de terminado el mencionado quinto día hábil, y el Intermediario o su representante pueden, a elección del Intermediario, participar y abogar en nombre del Consumidor Participante en la resolución de la disputa, en la medida en que dichas quejas se relacionen directamente con el Programa y que no estén prohibidas por las regulaciones del Departamento y otras leyes aplicables.

Asimismo, y de conformidad con las MGL cap. 164, art. 1F(2), y la sección 11.05(2)(b)19 del artículo 220 del Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), en el caso de una disputa relacionada con una factura o con un servicio del Proveedor Competitivo, conforme a este ESA, un Consumidor Participante puede comunicarse con el Departamento, el cual puede remitir la disputa a la Oficina de Resolución de Disputas de Massachusetts para su mediación, si el monto en disputa es superior a cien dólares (\$100.00) y el objeto de la disputa está comprendido dentro de la autoridad estatutaria y regulatoria del Departamento.

ARTÍCULO 10 NO DISCRIMINACIÓN EN LA CONTRATACIÓN Y EL EMPLEO

El Proveedor Competitivo acepta llevar a cabo sus operaciones y actividades conforme con este ESA, de acuerdo con todas las leyes estatales y federales aplicables con respecto a la no discriminación en la contratación y el empleo de los trabajadores.

ARTÍCULO 11 INFORMACIÓN SOBRE EL SUMINISTRO ELÉCTRICO Y ACCESO A LA INFORMACIÓN

11.1 INFORMACIÓN SOBRE EL SUMINISTRO ELÉCTRICO

11.1.1 Informes

Informe mensual de Pago de Honorarios de Consultoría/detalles de uso (Apéndice C). El Proveedor Competitivo proporcionará al Intermediario o a CPG un informe mensual de detalles de uso para respaldar cada pago de Honorarios de Consultoría realizado a CPG, que contendrá lo siguiente:

- a. Nombre de la agrupación
- b. Nombre del consumidor
- c. Zona de carga (NEMA, SEMA, WCMA)
- d. Nombre de la empresa: Eversource East (Boston Edison), Eversource East (Mancomunidad), Eversource West (WMECo), NGRID, Unitil

- e. Código de Clase de Tarifa (R1, R2, G1, G2, S1, etc.) al momento de la facturación
- f. Núm. de cuenta de la empresa
- g. Núm. de cuenta del servicio (solo Eversource West)
- h. Núm. de medidor (solo Eversource East y Unitil)
- i. Núm. de factura
- j. Fecha de la factura (período)
- k. Ciclo de lectura del medidor
- l. Uso mensual desde/fecha de inicio
- m. Uso del medidor hasta/fecha de finalización
- n. Cantidad de kWh utilizados
- o. Arancel de agrupación (que cobró la empresa)
- p. Fecha de pago de Honorarios de Consultoría (mes/año)
- q. Pago de Honorarios de Consultoría (Honorarios de Consultoría x kWh)
- r. Estado de cuenta (inscrita, activa, anulada, cancelada)
- s. Tipo de factura (definitiva, original, estimada)
- t. Producto ofrecido

Informe mensual de inscripción (Apéndice D). El Proveedor Competitivo proporcionará al Intermediario o a CPG un informe mensual de los datos de inscripción desglosados por la clasificación de los códigos de tarifa (incluido el desglose adicional de los datos de la tarifa R2; consulte las pestañas 3 y 4 del Apéndice D para obtener más información):

- a. Cuentas inscritas al comienzo del mes
- b. Cantidad de cuentas que se movieron, se cerraron o cambiaron de proveedor
- c. Cantidad de cuentas que optaron por excluirse
- d. Cantidad de cuentas que optaron por participar
- e. Cantidad de cuentas restantes a fin de mes

Los informes mensuales deberán entregarse al Intermediario o a CPG dentro de los cinco (5) días hábiles siguientes al cierre de cada mes. Esta información deberá enumerarse por separado para cada Producto y Clase de Tarifa. Esta información se facilitará en formato electrónico.

Informe semanal de inscripción (Apéndice E). A pedido del Intermediario o de CPG, el Proveedor Competitivo proporcionará informes semanales de las transacciones de inscripción con la información detallada en el Apéndice E del presente ESA.

Informes operativos: el Proveedor Competitivo proporcionará a CPG una copia de los archivos de sincronización del Distribuidor Local para el Programa mensualmente.

Transacciones de EDI: el Proveedor Competitivo proporcionará a CPG copias electrónicas de todas las transacciones de EDI entrantes y salientes relacionadas con este ESA.

Datos de liquidación de ISO-NE: siempre que el Proveedor Competitivo tenga un activo de carga dedicado en exclusiva al Programa y relacionado directamente con este ESA, el Proveedor Competitivo proporcionará al Intermediario o a CPG trimestralmente los datos de liquidación de ISO-NE para los activos de carga creados para el Programa (obligación de carga por hora en tiempo real e informes mensuales de liquidación de capacidad, incluidos los requisitos diarios de MW, tanto preliminares como de reliquidación).

Informes trimestrales de liquidación de NEPOOL GIS: anualmente, después del 15 de junio del año calendario en cuestión, el Proveedor Competitivo proporcionará al Intermediario o a CPG los informes de liquidación del Sistema de Información de Generación de NEPOOL asociados con la Cuenta del GIS del Programa, si corresponde, o proporcionará la documentación adecuada, tal y como se define en el Artículo 5.4, para cualquier REC adquirido y/o retirado por el Proveedor Competitivo a fin de cumplir con cualquier obligación del producto REC Voluntario de conformidad con el presente ESA. El Intermediario reconoce que el Proveedor Competitivo, a su propia discreción, puede optar por retirar los REC solo una vez por año calendario, antes de la fecha límite de retiro del 4.º trimestre de NEPOOL GIS, alrededor del 15 de junio o con mayor frecuencia durante todo el año.

11.1.2 Nivel de atención

El Proveedor Competitivo, el Intermediario y CPG utilizarán prácticas Comercialmente Razonables para preparar, mantener y proporcionar la información o los datos requeridos en virtud del ESA. En la medida en que el Proveedor Competitivo, el Intermediario o CPG determine que la información o los datos proporcionados en virtud del presente documento son erróneos en cualquier aspecto sustancial, proporcionarán de inmediato la información o los datos corregidos dentro de un tiempo Comercialmente Razonable.

11.2 ETIQUETA DE DIVULGACIÓN

Dentro de los quince (15) Días Hábiles posteriores al final de un trimestre (las fechas de finalización del trimestre son el 31 de marzo, el 30 de junio, el 30 de septiembre y el 31 de diciembre), en la medida en que lo requiera el Departamento de todos los proveedores competitivos que deban divulgarse al Intermediario o a los Consumidores Participantes (según se definen en el presente), el Proveedor Competitivo deberá presentar a CPG una copia de la “Etiqueta de Divulgación” actual, que incluirá toda la información requerida relacionada con el suministro eléctrico del Proveedor Competitivo utilizada para atender a los Consumidores Participantes, de conformidad con este ESA, excepto que dicha divulgación viole cualquier obligación de confidencialidad del Proveedor Competitivo.

11.3 LIBROS Y REGISTROS

El Proveedor Competitivo mantendrá sus libros y registros directamente relacionados con los servicios en virtud del presente acuerdo de conformidad con las regulaciones o las pautas aplicables del Departamento, la FERC y cualquier otra Autoridad Gubernamental. El Proveedor Competitivo proporcionará al Intermediario, a expensas exclusivas del Proveedor Competitivo, copias de todos los informes exigidos por la Comisión de Bolsa y Valores, en la medida en que

dichos informes estén disponibles para el Intermediario en www.sec.gov. El Intermediario puede obtener los informes en ese sitio web.

11.4 COPIAS DE INFORMES Y EXPEDIENTES REGLAMENTARIOS

Prevía solicitud razonable por escrito, el Proveedor Competitivo proporcionará al Intermediario una copia de cada informe o registro público periódico o relacionado con incidentes que se refiera expresa y exclusivamente a este ESA, que presente ante cualquier agencia federal o de Massachusetts reguladora de las tarifas, el servicio, el cumplimiento de las leyes ambientales o el cumplimiento de los requisitos de acción afirmativa e igualdad de oportunidades, a menos que el Proveedor Competitivo esté obligado por ley o por otra regulación a mantener la confidencialidad de dichos informes. El Intermediario tratará cualquier informe y/o expediente que reciba del Proveedor Competitivo como información confidencial, si así lo requiere el Artículo 16. Al Proveedor Competitivo se le reembolsarán los costos razonables de proporcionar dichas copias. El Proveedor Competitivo puede eliminar ciertos aspectos confidenciales de dichos informes si contienen información personal o privada de terceros.

ARTÍCULO 12 RESOLUCIÓN DE DISPUTAS; SELECCIÓN DEL DERECHO APLICABLE

12.1 SELECCIÓN DEL DERECHO APLICABLE, JURISDICCIÓN Y COMPETENCIA

Este ESA y los derechos de las Partes se interpretarán y determinarán de acuerdo con las leyes de la Mancomunidad de Massachusetts, sin que se aplique ninguna norma relacionada con conflictos de leyes. Cualquier litigio que surja en virtud del presente documento se someterá exclusivamente al tribunal federal competente de Massachusetts o al tribunal estatal competente del condado de Massachusetts en el que se encuentre el Intermediario, a cuya jurisdicción se someten las Partes por el presente documento renunciando a cualquier objeción relativa a la competencia o al fuero.

12.2 RESOLUCIÓN DE DISPUTAS

Las Partes aceptan utilizar esfuerzos Comercialmente Razonables para resolver cualquier disputa que pueda surgir en virtud del presente ESA. Cualquier disputa que surja según lo dispuesto en el presente acuerdo, o con respecto a él, y que no pueda resolverse será, en primera instancia, objeto de negociaciones informales entre las Partes implicadas en la disputa. Se considerará que la disputa ha surgido cuando una Parte envíe a la(s) otra(s) Parte(s) involucrada(s) una notificación escrita de dicha disputa. El período para las negociaciones informales será de catorce (14) días a partir de la recepción de la notificación escrita de la disputa, a menos que dicho plazo sea modificado en un acuerdo por escrito de las Partes involucradas en dicha disputa. No obstante cualquier disposición contraria del presente Artículo 12.2, este no impedirá que una Parte inicie un litigio con el fin de suspender una norma de prescripción aplicable, solicitar medidas cautelares para evitar daños irreparables o buscar un cumplimiento específico según lo dispuesto por este ESA.

ARTÍCULO 13 INDEMNIZACIÓN

13.1 INDEMNIZACIÓN POR PARTE DEL PROVEEDOR

Hasta y en el Punto de Entrega, el Proveedor Competitivo indemnizará, defenderá y eximirá de responsabilidad al Intermediario y a los funcionarios, empleados, agentes, representantes y contratistas independientes del Intermediario (“Partes Indemnizadas del Intermediario”) contra todos y cada uno de los costos, reclamos, responsabilidades, daños, pérdidas, gastos (incluidos los honorarios razonables de abogados) (de manera colectiva, “Pérdidas”), que surjan de reclamos, causas de acción, demandas o juicios (“Reclamo”), incurridos por, en nombre de o que involucren a cualquiera de las Partes Indemnizadas del Intermediario en la medida en que surjan de, o en relación con, reclamos de terceros que aleguen (i) cualquier incumplimiento material por parte del Proveedor Competitivo de sus obligaciones, convenios, representaciones o garantías establecidos en el presente ESA y que no resulten de las acciones u omisiones (cuando exista el deber de actuar) del Distribuidor Local, el Intermediario o sus empleados o agentes (incluido CPG); o (ii) las acciones u omisiones del Proveedor Competitivo (cuando exista el deber de actuar) tomadas o realizadas en relación con el desempeño del Proveedor Competitivo de este ESA que no fueron Comercialmente Razonables. Además, si el Intermediario lo solicita, el Proveedor Competitivo acepta, a sus expensas, investigar, gestionar, defender y responder a cualquier Reclamo que surja de conformidad con este Artículo 13.1 y, en ese caso, el Proveedor Competitivo asumirá el control y la autoridad exclusivos para defender, apelar y/o resolver el Reclamo a través de un abogado independiente de su propia elección. La(s) Parte(s) Indemnizada(s) del Intermediario y el Proveedor Competitivo cooperarán razonablemente en la defensa de cualquier Reclamo. No obstante lo anterior, la(s) Parte(s) Indemnizada(s) del Intermediario podrá participar en la defensa de cualquier Reclamo mediante un abogado independiente a su propio costo. El Proveedor Competitivo notificará de inmediato por escrito a la(s) Parte(s) Indemnizada(s) del Intermediario de cualquier acuerdo propuesto para un Reclamo indemnizado. El Proveedor Competitivo no podrá, sin el consentimiento previo por escrito de la(s) Parte(s) Indemnizada(s) del Intermediario, que no se denegará, condicionaré o retrasará injustificadamente, resolver o transigir cualquier Reclamo, ni consentir la entrada en vigor de cualquier sentencia en relación con la cual se solicite una indemnización en virtud del presente documento. Lo anterior es adicional y no limita a ningún otro recurso disponible para una Parte Indemnizada del Intermediario.

13.2 AVISO DE RECLAMOS DE INDEMNIZACIÓN

Si una Parte Indemnizada del Intermediario solicita una indemnización de conformidad con este Artículo 13, notificará al Proveedor Competitivo de la existencia de un Reclamo, o Reclamo potencial, tan pronto como sea posible después de tener conocimiento del mencionado Reclamo, o Reclamo potencial, y describirá, con una particularidad razonable, las circunstancias que dieron lugar a dicho reclamo. Si la Parte Indemnizada del Intermediario lo solicita de conformidad con el Artículo 13.1, tras el reconocimiento por escrito del Proveedor Competitivo de que asumirá la defensa e indemnización de dicho reclamo, el Proveedor Competitivo puede hacer valer cualquier defensa que esté o estaría disponible para la Parte Indemnizada del Intermediario.

13.3 SUPERVIVENCIA

No obstante cualquier disposición contenida en el presente documento, las disposiciones de este Artículo 13 sobrevivirán a la finalización del presente ESA.

13.4 DEBER DE MITIGAR

Todas las Partes aceptan que, de acuerdo con la ley de Massachusetts, tienen el deber de mitigar los daños y se comprometen a hacer todos los esfuerzos razonables para mitigar cualquier daño en el que puedan incurrir como resultado del desempeño o incumplimiento de este ESA por cualquier otra Parte.

ARTÍCULO 14 REPRESENTACIONES Y GARANTÍAS

14.1 POR PARTE DEL PROVEEDOR

Como incentivo fundamental para que el Intermediario ejecute este acuerdo, el Proveedor Competitivo declara y garantiza al Intermediario a partir de la Fecha de entrada en vigencia de este ESA lo siguiente:

- a) Que está debidamente constituido, existe válidamente y goza de buena reputación conforme a las leyes de la jurisdicción de su constitución, y está calificado para llevar a cabo sus actividades en aquellas jurisdicciones necesarias para cumplir con sus obligaciones en virtud del presente acuerdo.
- b) Que dispone de todas las autorizaciones de cualquier Autoridad Gubernamental necesarias para cumplir legalmente sus obligaciones de conformidad con este ESA u obtendrá dichas autorizaciones de manera oportuna antes de que venza cualquier actuación que requiera dicha autorización.
- c) Que la ejecución, la entrega y el cumplimiento de este acuerdo por parte del Proveedor Competitivo están dentro de sus facultades, han sido debidamente autorizados por todas las acciones necesarias y no violan ninguno de los términos o condiciones en sus documentos rectores, o cualquier contrato del que sea parte, o cualquier Norma Gubernamental que le sea aplicable.
- d) Que, sujeto a las condiciones establecidas en el Artículo 2.4, este ESA constituye una obligación legal, válida y vinculante del Proveedor Competitivo exigible contra él de acuerdo con sus términos, y el Proveedor Competitivo tiene todos los derechos para cumplir y cumplirá sus obligaciones con el Intermediario de conformidad con los términos y condiciones del presente ESA, con sujeción a las leyes sobre quiebra, insolvencia, reorganización y otras leyes que afecten a los derechos de los acreedores en general y a los principios generales de equidad.
- e) Que no hay Quiebras pendientes contra él ni tiene conocimiento de que exista amenaza de Quiebra.
- f) Que, a su leal saber y entender, ninguno de los documentos u otra información escrita facilitada por el Proveedor Competitivo, o en su nombre, al Intermediario en virtud del presente acuerdo, contiene una declaración falsa de un hecho pertinente ni omite un hecho pertinente que deba declararse en él o que sea necesario para que las declaraciones contenidas en él o en el presente, a la luz de las circunstancias en las que se realizaron, no sean engañosas.
- g) Que el Proveedor Competitivo es un Comerciante con contrato a plazo.

14.2 POR PARTE DEL INTERMEDIARIO

Como incentivo fundamental para que el Proveedor Competitivo ejecute este acuerdo, el Intermediario declara y garantiza al Proveedor Competitivo a partir de la Fecha de entrada en vigencia de este ESA lo siguiente:

- a) Que este ESA constituye la obligación legal, válida y vinculante del Intermediario, exigible de conformidad con sus términos.
- b) Que la ejecución, la entrega y el cumplimiento de este ESA están dentro de las facultades del Intermediario, y han sido o serán debidamente autorizadas por todas las acciones necesarias.
- c) Que el Intermediario dispone de todas las autorizaciones de cualquier Autoridad Gubernamental necesarias para cumplir legalmente sus obligaciones de conformidad con este ESA u obtendrá dichas autorizaciones de manera oportuna antes de que venza cualquier actuación que requiera dicha autorización.
- d) Que el Intermediario está autorizado y facultado por las disposiciones de las Leyes Generales (General Laws, GL) cap. 164, art. 134, para organizar e implementar el Programa y ha tomado todas las medidas necesarias para establecerlo.
- e) Que, a su leal saber y entender, ninguno de los documentos u otra información escrita facilitada por el Intermediario o su(s) representante(s), o en su nombre, en virtud del presente acuerdo, contiene una declaración falsa de un hecho pertinente ni omite un hecho pertinente que deba declararse en él o que sea necesario para que las declaraciones contenidas en él o en el presente, a la luz de las circunstancias en las que se realizaron, no sean engañosas.
- f) Que no hay Quiebras pendientes contra el Intermediario ni tiene conocimiento de que exista amenaza ni está contemplando la Quiebra.

ARTÍCULO 15 SEGURO

Para ayudar a respaldar las indemnizaciones previstas en el Artículo 13 y sus otros pactos y promesas establecidos en este documento, el Proveedor Competitivo asegurará y mantendrá, a su propio costo, durante la duración total de este ESA, un seguro de responsabilidad general comercial de no menos de \$1,000,000 de cobertura combinada de límite único y de no menos de \$3,000,000 de cobertura de responsabilidad en exceso con aseguradoras y con el Intermediario como asegurado adicional. Previa solicitud, el Proveedor Competitivo proporcionará al Intermediario pruebas, razonablemente satisfactorias para el Intermediario, de su seguro requerido en virtud del presente acuerdo.

ARTÍCULO 16 CONFIDENCIALIDAD

Sin perjuicio de cualquier disposición contraria de este Artículo 16, ninguna disposición de este Artículo 16 se interpretará en el sentido de impedir, retrasar o interferir con la actuación del Intermediario de acuerdo con las disposiciones de las M.G.L. Capítulo 4, Sección 7 y las M.G.L. Capítulo 66, Sección 10, y de otros estatutos aplicables (de forma colectiva, la “Ley de Registros

Públicos”), si corresponde, en relación con cualquier solicitud de información pública relacionada con este ESA recibida de terceros.

En la medida en que sea consecuente con la Ley de Registros Públicos, cada Parte mantendrá la confidencialidad y no difundirá a terceros (que no sean filiales, empleados o contratistas de dicha Parte) ni utilizará para ningún otro propósito (excepto con autorización por escrito, que no se retendrá sin razón) ninguna información recibida de la otra que sea de naturaleza confidencial o esté sujeta a derechos de propiedad, a menos que sea legalmente obligada (por declaración, investigación, petición de presentación de documentos, citación, demanda de investigación civil o proceso similar, o por orden de un tribunal de jurisdicción competente, o para cumplir con las normas o los requisitos aplicables de cualquier bolsa de valores, departamento o agencia gubernamental u otra Autoridad Gubernamental, o por requisitos de cualquier ley o regulación de valores u otra Norma Gubernamental) o según sea necesario para hacer cumplir los términos de este ESA. No obstante lo anterior o cualquier disposición contraria de este Artículo, la Parte que reciba información confidencial o sujeta a derechos de propiedad no tendrá obligación alguna con respecto a dicha información que: (i) esté o llegue a estar a disposición del público en general, salvo como resultado de su divulgación por la Parte receptora; (ii) estaba en su posesión antes de la divulgación en virtud del presente acuerdo y no fue adquirida directamente o, según el conocimiento de la Parte, indirectamente de la Parte reveladora; (iii) se haya recibido de una persona que no sea Parte en el presente ESA y que, según el conocimiento de la Parte receptora, no estaba sujeta a un acuerdo de confidencialidad u obligación fiduciaria con respecto a la información; (iv) haya sido elaborada independientemente por la Parte receptora sin hacer referencia a la información; (v) debe ser reportada públicamente bajo cualquier ley de valores de los Estados Unidos o del estado; o (vi) no está exenta de divulgación en virtud de la Ley de Registros Públicos.

Cualquiera de las Partes podrá divulgar los términos del presente ESA a sus filiales, así como a sus funcionarios, directivos, empleados, abogados, contadores y proveedores externos, en la medida en que sea razonablemente necesario para facilitar al Proveedor Competitivo el Suministro Eléctrico Total u otras prestaciones en virtud del presente ESA, así como a las entidades que hayan suscrito un certificado o acuerdo de confidencialidad en una forma mutuamente aceptable para las Partes. Este Artículo 16 sobrevivirá a la terminación de este ESA durante un período de dos (2) años.

Si cualquiera de las Partes se ve obligada a revelar información confidencial de la otra Parte, la Parte reveladora solicitará por escrito que dicha divulgación se proteja y se mantenga confidencial, en una medida razonable dadas las circunstancias, y utilizará esfuerzos Comercialmente Razonables para proteger o limitar la divulgación con respecto a términos comercialmente sensibles. Asimismo, sin perjuicio de las leyes de registros públicos mencionadas anteriormente, dicha Parte notificará con prontitud a la otra Parte el requisito de divulgar información confidencial para permitir que la otra Parte, a su costo y cargo exclusivo, busque una orden de protección adecuada u otro recurso, y dicha Parte consultará con la otra Parte con respecto a las medidas tomadas por la otra Parte para resolver el alcance de cualquier divulgación requerida. En caso de que el Proveedor Competitivo solicite la asistencia del Intermediario para proteger la confidencialidad de su información y de que el Intermediario anticipe que incurrirá en costos para cumplir con la solicitud del Proveedor Competitivo, le dará al Proveedor Competitivo una estimación de dichos costos. Una vez recibida la estimación, el Proveedor Competitivo

determinará si continua solicitando la asistencia del Intermediario y, de ser así, el Proveedor Competitivo reembolsará al Intermediario todos los costos reales, hasta el monto estimado, en los que razonablemente haya incurrido el Intermediario en relación con dichos esfuerzos.

Para evitar dudas, sujeto a las leyes de los registros públicos mencionadas anteriormente (pero incluyendo el derecho de una Parte a que la información permanezca confidencial bajo dicha ley de registros públicos), la información relacionada con este ESA que se considera de naturaleza confidencial y sujeta a derechos de propiedad incluirá lo siguiente:

- a) Cualquier información de cuentas relacionada con los Consumidores Participantes, lo que incluye, entre otros datos, el número de cuenta, los datos históricos de uso, la medición y la información de facturación y pago.
- b) Cualquier información relacionada con transacciones realizadas por el Proveedor Competitivo y cualquier tercero en relación con la provisión del Suministro Eléctrico Total.
- c) Cualquier lista de Consumidores Participantes.
- d) Cualquier información divulgada por una Parte durante conversaciones para llegar a un acuerdo.
- e) Pólizas de seguro del Proveedor Competitivo.
- f) Cualquier instrumento de seguridad financiera proporcionado por el Proveedor Competitivo, incluidas, entre otros, garantías o cartas de crédito.
- g) Cualquier información no pública (según se define en la Ley de Registros Públicos) proporcionada por el Proveedor Competitivo.
- h) Cualquier información que alguna de las Partes entienda razonablemente como confidencial y sujeta a derechos de propiedad en virtud de la naturaleza sensible de la información.

ARTÍCULO 17 CAMBIO EN LA LEY

Si luego de la Fecha de entrada en vigencia ocurre un Cambio en la Ley o se imponen Nuevos Impuestos, y tales eventos o impuestos tienen un efecto directo, sustancial y adverso en los beneficios económicos para alguna de las Partes de este ESA, la Parte afectada enviará un aviso por escrito a la otra Parte, donde expondrá el Cambio en la Ley o los Nuevos Impuestos y demostrará razonablemente el efecto de los mismos para la Parte afectada. Cualquier cambio aprobado por el Departamento al Plan de Adquisición de Cuentas por Cobrar (Purchase of Receivable, "POR") del Distribuidor Local, aprobado originalmente por el Departamento de conformidad con el documento D.P.U. 10-53, se considerará un Cambio en la Ley. A efectos de aportar claridad, los cambios periódicos a la tasa de descuento de la adquisición de cuentas por cobrar y el calendario de pagos presentados por el Distribuidor Local y aprobados por el Departamento no constituirán un Cambio en la Ley en virtud del presente acuerdo. Tras la entrega de tal notificación, las Partes harán todos los esfuerzos razonables para negociar una modificación de este ESA a fin de mitigar dicho efecto. Por otra parte, si como resultado directo de tal Cambio en la Ley o en los Nuevos Impuestos, el Proveedor Competitivo incurre en costos adicionales materiales en el cumplimiento de sus obligaciones en virtud del presente acuerdo, el Proveedor

Competitivo proporcionará un aviso por escrito al Intermediario que documente lo siguiente: a) la fecha de entrada en vigencia del Cambio en la Ley o de los Nuevos Impuestos; b) una explicación detallada y una demostración razonable de los costos materiales incurridos como resultado del Cambio en la Ley o en los Nuevos Impuestos; c) el momento del impacto en los costos en los que incurrirá el Proveedor Competitivo; d) el aumento de precio propuesto por kWh que se transferirá a los Consumidores Participantes; y e) la propuesta de un plan para coordinar con el Distribuidor Local un aumento en el precio por kWh que es facturado por el Distribuidor Local, diseñado para reembolsar al Proveedor Competitivo dicho impacto de costos. Si el Intermediario y el Proveedor Competitivo no pueden llegar a un arreglo sobre la modificación del presente acuerdo o sobre el reembolso contemplado en esta sección, el asunto estará sujeto a la resolución de disputas de conformidad con el Artículo 12.2. En ningún caso podrá entrar en vigencia un cambio de precio sin proporcionar un aviso previo de 30 días sobre dicho cambio a los Consumidores Participantes.

ARTÍCULO 18 DISPOSICIONES VARIAS

18.1 CESIÓN

El Proveedor Competitivo no cederá sus derechos ni privilegios de conformidad con el presente ESA sin la aprobación previa por escrito del Intermediario. Dicha aprobación puede ser denegada a discreción razonable del Intermediario si determina que el cesionario propuesto no tiene, al menos, las mismas capacidades financieras y de desempeño que el Proveedor Competitivo. No obstante lo anterior, el Proveedor Competitivo puede asignar este acuerdo sin el consentimiento del Intermediario a (i) una entidad filial bajo control o administración común con el Proveedor Competitivo; (ii) la matriz corporativa del Proveedor Competitivo; (iii) la entidad resultante de una fusión o consolidación en la que participa; o (iv) un comprador de todos o sustancialmente todos sus activos, previo notificación por escrito al Intermediario, siempre y cuando (i) el cesionario del Proveedor Competitivo acepte por escrito estar sujeto a los términos y condiciones de este ESA de forma razonablemente satisfactoria para el Intermediario; (ii) el Proveedor Competitivo haya subsanado cualquier Evento de Incumplimiento pendiente; y (iii) la calificación crediticia del cesionario propuesto sea igual o mejor que la del Proveedor Competitivo a partir de la fecha de entrada en vigencia de dicha cesión. Los derechos y las obligaciones creados por este ESA redundarán en beneficio de los sucesores y cesionarios autorizados de las respectivas Partes, y serán vinculantes para estos.

18.2 AVISOS

Todas las notificaciones, demandas, solicitudes, consentimientos u otras comunicaciones que deban o puedan efectuarse en virtud del presente ESA se harán por escrito y se dirigirán de la siguiente manera:

Si se dirigen al Proveedor Competitivo:

[NOMBRE]

[EMPRESA]

[DIRECCIÓN]

[CIUDAD], [ESTADO] [CÓDIGO POSTAL]

[TELÉFONO]

[FAX] [CORREO ELECTRÓNICO]

Si se dirigen al Intermediario:

Sr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 ext. 3 (teléfono)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

Con copia a:

Mr. Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103
(413) 736-3111

En virtud del presente acuerdo, los avisos se considerarán debidamente entregados (i) mediante entrega en mano, en el día y la hora en que se entreguen al destinatario previsto en la dirección establecida en este ESA; (ii) si se envía por correo, el tercer Día Hábil después del día en que se depositó en el correo certificado o registrado de los Estados Unidos, con franqueo prepago y acuse de recibo, dirigido al destinatario previsto a su dirección establecida en este ESA; o (iii) si es por Federal Express u otro servicio de correo urgente de buena reputación, el siguiente Día Hábil después de la entrega a dicho servicio de correo urgente, dirigido al destinatario previsto en su dirección establecida en este ESA. Cualquier Parte podrá cambiar su dirección y persona de contacto a los efectos del presente Artículo 18.2 notificándolo en la forma aquí requerida.

18.3 CAMBIOS DE LAS PERSONAS DE CONTACTO PARA EMERGENCIAS Y SERVICIOS

En caso de que cambie el nombre o el número de teléfono de un contacto de servicio o de emergencia para el Proveedor Competitivo, este dará aviso de inmediato al Intermediario de la manera establecida en el Artículo 18.2. En caso de que cambie el nombre o el número de teléfono de dicha persona de contacto para el Intermediario, se notificará de inmediato al Proveedor Competitivo de la manera establecida en el Artículo 18.2.

18.4 INTEGRIDAD DEL ESA; ENMIENDAS

Este ESA y los Documentos Relacionados constituyen un contrato indivisible entre las Partes con respecto al objeto del presente y reemplaza todos los acuerdos y entendimientos anteriores, orales o escritos, entre las Partes en relación con el objeto de este acuerdo. El presente ESA solo podrá ser enmendado o modificado mediante un documento escrito firmado por todas las Partes.

18.5 FUERZA MAYOR

Si por razón de Fuerza Mayor alguna de las Partes no pudiera cumplir, total o parcialmente, sus obligaciones aquí contenidas, dicha Parte no se considerará en incumplimiento durante la continuación de tal incapacidad, siempre que (i) la Parte incumplidora notifique por escrito a la otra Parte los detalles del suceso, dentro de las dos (2) semanas posteriores a tener conocimiento de la ocurrencia de la Fuerza Mayor; (ii) la suspensión del cumplimiento no tenga un alcance ni una duración superiores a los requeridos por la Fuerza Mayor; (iii) ninguna obligación que debía

cumplir la Parte antes del suceso que causó la suspensión del cumplimiento será excusada como resultado del acontecimiento; y (iv) la Parte incumplidora hará todos los esfuerzos Comercialmente Razonables por remediar, con toda la celeridad razonable, la causa o las causas que le impiden cumplir con sus obligaciones. Si cualquier evento de Fuerza Mayor continúa durante noventa (90) días o más, cualquiera de las Partes puede terminar este acuerdo mediante el envío de un aviso escrito a la otra Parte según se describe en el Artículo 4.2; no obstante lo anterior, dicha terminación por cualquiera de las Partes no constituirá un incumplimiento en virtud de este ESA y no dará lugar a ninguna responsabilidad para ninguna de las Partes.

18.6 GASTOS

Cada Parte pagará todos los gastos en los que incurra en relación con su celebración de este ESA, incluidos, entre otros, todos los honorarios y gastos de sus abogados.

18.7 INEXISTENCIA DE EMPRESA CONJUNTA

El Proveedor Competitivo cumplirá todas las obligaciones derivadas del presente ESA en calidad de contratista independiente. Nada de lo aquí contenido hará que se considere a ninguna Parte como socio, agente o representante legal de la otra Parte, ni se considerará que crea una empresa conjunta, sociedad, agencia o relación alguna entre las Partes. Las obligaciones del Intermediario y del Proveedor Competitivo, en virtud del presente acuerdo, son individuales y no colectivas ni conjuntas.

18.8 PRODUCTO DE TRABAJO CONJUNTO

Este ESA se considerará producto del trabajo de las Partes y, por lo tanto, no se aplicará ninguna regla de interpretación estricta contra ninguna de las Partes.

18.9 DUPLICADOS

Este ESA podrá celebrarse en duplicados, cada uno de los cuales se considerará original y todos ellos constituirán un único acuerdo. Se considerará que un documento PDF de una copia firmada de este Acuerdo, entregado por correo, tendrá el mismo efecto legal que la entrega de una copia original del presente Acuerdo.

18.10 TERCEROS

Los Precios de venta al público del Suministro Eléctrico Total, según lo establecido en el Apéndice de Precios y Términos vigente en ese momento, incluirán (i) Honorarios de Consultoría, que pagará el Proveedor Competitivo a CPG, y, (ii) si corresponde, un Agregado Operativo que pagará el Proveedor Competitivo al Intermediario. En nombre de los Consumidores Participantes, el Proveedor Competitivo realizará pagos mensuales de Honorarios de Consultoría y de Agregado Operativo durante el Plazo de este ESA multiplicando la tarifa aplicable por el uso real de los Consumidores Participantes por el cual el Proveedor Competitivo haya recibido el pago. Sin perjuicio de cualquier disposición contraria de este ESA, los Honorarios de Consultoría a pagar en virtud del presente están sujetos a los términos y condiciones de cualquier acuerdo de intermediación entre el Proveedor Competitivo y CPG, en caso de que corresponda. El Proveedor Competitivo reconoce que la obligación de pago establecida en esta disposición es una obligación

sustancial del Proveedor Competitivo durante el plazo del presente ESA. El pago de los Honorarios de Consultoría y del Agregado Operativo se realizará, si corresponde, al final del mes calendario siguiente al cual el Proveedor Competitivo reciba los pagos por parte de los Consumidores Participantes. Esta disposición será vinculante para las Partes y todos los cesionarios permitidos y otros sucesores en interés de las Partes. Salvo que se establezca lo contrario en el ESA, no habrá otros terceros beneficiarios del presente acuerdo.

18.11 RENUNCIA

Ninguna renuncia por cualquiera de las Partes del presente a uno o más incumplimientos de cualquier otra Parte en el cumplimiento de cualquier disposición de este ESA operará o se interpretará como una renuncia a incumplimientos futuros, ya sean de carácter similar o diferente. El hecho de que una de las Partes no denuncie cualquier acción o falta de acción por parte de la otra Parte, independientemente de cuánto tiempo se prolongue, no se considerará una renuncia a ningún derecho por parte de la(s) Parte(s) que no denuncie(n). La renuncia a cualquiera de las disposiciones del presente acuerdo solo surtirá efecto si se hace por escrito y está firmada por la Parte que la haya expedido.

18.12 COOPERACIÓN

En el caso de que este ESA requiera la aprobación del Departamento, cada una de las Partes acepta realizar esfuerzos Comercialmente Razonables para cooperar en la obtención de dicha aprobación y, en el caso del Intermediario, ordenará a CPG o a su sucesor que realice esfuerzos Comercialmente Razonables para cumplir con esta disposición.

18.13 PLAN

El Proveedor Competitivo declara que ha recibido el Plan y que ha tenido tiempo razonable para leerlo. Las Partes aceptan que el Plan, en las formas existentes en la Fecha de entrada en vigencia, se incorpora al presente ESA como referencia, y que se interpretará armoniosamente con este en la mayor medida posible. Sin perjuicio de lo anterior, pero sujeto en todo caso a las Normas Gubernamentales, frente a un conflicto entre este acuerdo y el Plan, regirá el presente ESA. El Intermediario proporcionará aviso previo al Proveedor Competitivo sobre cualquier modificación propuesta al Plan y, posteriormente, le proporcionará las modificaciones al Plan a medida que se adopten; se dispone, sin embargo, que dichas modificaciones no se incorporen al presente ESA como consecuencia de dicha adopción. Cualquier modificación del presente documento deberá efectuarse de conformidad con el Artículo 18.4 de este ESA.

18.14 RESTRICCIONES PUBLICITARIAS

18.14.1 Publicidad y comercialización

Las Partes aceptan no usar el nombre de la otra Parte o hacer referencia a la otra Parte en cualquier material publicitario o de comercialización sin obtener previamente el consentimiento escrito de dicha Parte (puede ser por correo electrónico). Cualquier uso propuesto del nombre de una Parte debe enviarse por escrito para su acuerdo y aprobación previa. Las Partes pueden elegir colaborar a fin de preparar la comercialización preaprobada

para que el Intermediario o el Proveedor Competitivo la utilicen durante el Plazo de este ESA sin recibir aprobación en cada caso.

18.14.2 Marca y nombre comercial

El Intermediario reconoce que el Proveedor Competitivo o las filiales corporativas del Proveedor Competitivo poseen el derecho exclusivo sobre el logotipo de la marca registrada y el nombre comercial utilizados por el Proveedor Competitivo. No se otorga ningún derecho, licencia o interés de esta marca comercial y/o nombre comercial al Intermediario en virtud del presente, y el Intermediario acepta que no hará valer ningún derecho, licencia o interés con respecto a dicha marca comercial y/o nombre comercial.

18.15 COMUNICADOS DE PRENSA

Las Partes no emitirán comunicados de prensa ni harán declaraciones públicas de ningún tipo con respecto a este ESA sin el consentimiento previo por escrito de la otra Parte con respecto a la forma, el contenido y el momento de su realización. No obstante, cualquiera de las Partes podrá hacer tales comunicados de prensa o declaraciones públicas cuando el asesor jurídico de la Parte divulgadora le informe que dicho comunicado de prensa o declaración pública es requerido por la ley, o la regulación o las normas de la bolsa de valores; sin embargo, en tal caso, las Partes harán esfuerzos de buena fe para acordar la forma, el contenido y el momento de tales comunicados o declaraciones.

18.16 TÍTULOS Y SUBTÍTULOS

Los títulos y subtítulos que aparecen en este ESA se utilizan únicamente como referencia y no deben tenerse en cuenta al interpretar este ESA.

18.17 SUPERVIVENCIA DE OBLIGACIÓN

La terminación de este ESA por cualquier motivo no eximirá al Intermediario ni al Proveedor Competitivo de cualquier obligación devengada o acumulada antes de dicha terminación.

18.18 RECURSOS

18.18.1 Generales

Sujeto a las limitaciones establecidas en el Artículo 18.18.2 a continuación y en el Artículo 4, el Intermediario y el Proveedor Competitivo se reservan y tendrán todos los derechos y recursos que les correspondan por ley o en equidad con respecto al cumplimiento o incumplimiento de la otra Parte del presente ESA.

18.18.2 Limitaciones

NINGUNA DE LAS PARTES DEL PRESENTE DOCUMENTO SERÁ RESPONSABLE POR DAÑOS CONSECUENTES, INCIDENTALES, PUNITIVOS, ESPECIALES, EJEMPLARES O INDIRECTOS, LUCRO CESANTE U OTROS DAÑOS POR INTERRUPCIÓN DE LA ACTIVIDAD COMERCIAL, POR LEY, POR RESPONSABILIDAD EXTRACONTRACTUAL O POR CONTRATO.

NO SE APLICARÁN GARANTÍAS IMPLÍCITAS DE NINGÚN TIPO, INCLUIDAS LAS GARANTÍAS IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UN PROPÓSITO PARTICULAR A ESTE ESA O AL DESEMPEÑO DEL PROVEEDOR COMPETITIVO EN VIRTUD DEL PRESENTE. EL PROVEEDOR COMPETITIVO NO SERÁ RESPONSABLE DE NINGÚN DAÑO A LOS EQUIPOS O LAS INSTALACIONES DE UN CONSUMIDOR PARTICIPANTE.

18.18.3 Renuncia a juicio por jurado

EN LA MEDIDA PERMITIDA POR LA LEY, CADA UNA DE LAS PARTES DEL PRESENTE DOCUMENTO RENUNCIA A SABIENDAS, VOLUNTARIA E INTENCIONALMENTE, AL DERECHO QUE CUALQUIERA DE ELLAS PUEDA TENER A UN JUICIO POR JURADO CON RESPECTO A CUALQUIER LITIGIO BASADO EN EL PRESENTE DOCUMENTO, O QUE SURJA DE, EN VIRTUD DE O EN RELACIÓN CON ESTE ESA. ESTA DISPOSICIÓN ES UN INCENTIVO FUNDAMENTAL PARA LAS PARTES QUE SUSCRIBEN ESTE ESA.

18.19 INTERPRETACIÓN

Cuando (i) los términos de una disposición particular identifiquen expresamente dicha disposición como esencial o sustancial y (ii) el incumplimiento de la disposición sea un Caso de incumplimiento, la omisión de términos similares en otras disposiciones de este ESA no se interpretará en el sentido de que dichas otras disposiciones no son esenciales o sustanciales, o que el incumplimiento de dichas otras disposiciones no constituya un incumplimiento sustancial o un Caso de incumplimiento.

[FIRMAS EN LA PÁGINA SIGUIENTE]

BORRADOR

EN FE DE LO CUAL, las Partes han suscrito el presente ESA en la Fecha de entrada en vigencia.

[PROVEEDOR COMPETITIVO]

Por: _____
Nombre: _____
Cargo: _____
Dirección: _____

Fecha: _____

CIUDAD DE SPRINGFIELD

Por: _____
Nombre: Domenic J. Sarno
Cargo: Alcalde
Dirección: 36 Court Street
Springfield, MA 01103

Fecha: _____

ANEXO A

Procedimientos de inscripción y de fijación de precios

Procedimientos de inscripción

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa {si corresponde}	• Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión.			
Nuevos Consumidores Elegibles	• Se los inscribirá inicialmente en el Servicio Básico. • Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión. • Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.			• Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.
Consumidores que optan por excluirse y, luego, desean reinscribirse	• Pueden solicitar la reinscripción en cualquier momento.			
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Pueden solicitar la inscripción en cualquier momento.			

Procedimientos de fijación de precios

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Tarifa del Programa para el producto estándar			

BORRADOR

Nuevos Consumidores Elegibles	Tarifa del Programa para el producto estándar	Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores que optan por excluirse y, luego, desean reinscribirse	Tarifa del Programa para el producto seleccionado	Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	Tarifa del Programa para el producto seleccionado	Precio de mercado vigente en ese momento para el producto seleccionado

APÉNDICE A

FORMULARIO DEL APÉNDICE DE PRECIOS Y TÉRMINOS NÚM. 1 Programa de Suministro de Energía de Elección Comunitaria de Springfield

El Apéndice de Precios y Términos establecerá el Plazo de Entrega y los Precios de venta al público que se cobrarán a los Consumidores Participantes durante el Plazo de Entrega (según se define a continuación) de acuerdo con la compra/venta del Suministro Eléctrico Total especificado en este documento bajo los términos y condiciones del Acuerdo de Servicio Eléctrico, con fecha [FECHA] (“ESA”) entre el Proveedor Competitivo y el Intermediario, según se especifica y se modifica en este documento.

- Precio de venta al público por clasificación de tarifas:** Los Precios de venta al público establecidos en las tablas a continuación se fijarán para toda la duración del Plazo de Entrega.

PRODUCTO ESTÁNDAR

[Todos los Consumidores Elegibles se inscribirán en el producto estándar a menos que opten por excluirse].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

PRODUCTO OPCIONAL [X] {incluir solo en caso de que corresponda}

[Los Consumidores Elegibles solo se inscribirán en el producto opcional [X] si lo eligen].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

PRODUCTO OPCIONAL [Y] {incluir solo en caso de que corresponda}

[Los Consumidores Elegibles solo se inscribirán en el producto opcional [Y] si lo eligen].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

2. Plazos del servicio de suministro del sistema

(a) **Plazo de Entrega:** El Precio de venta al público aplica al servicio que comienza en la fecha de la primera lectura de los medidores de los Consumidores Participantes para el mes de [] (el “Mes de inicio del Plazo de Entrega”) (facturado a mes vencido, por lo tanto, los estados de cuenta de []) y finaliza con la fecha de la primera lectura de los medidores de los Consumidores Participantes para el mes de [] (el “Mes de finalización del Plazo de Entrega”) (última factura, por lo tanto, los estados de cuenta de []).

(b) **Exclusión del consumidor:** Los Consumidores Participantes son libres de optar por excluirse del Programa utilizando los protocolos de exclusión de EDI establecidos. Los Consumidores Participantes deben dar aviso con cinco (5) días de anticipación al Proveedor Competitivo de dicha terminación. No hay tarifas ni cargos para los Consumidores Participantes que optan por excluirse o finalizar el servicio.

3. Definiciones de los Productos

La siguiente tabla define cada Producto descrito en la Sección 1 de este Apéndice de Precios y Términos, incluidos el tipo y la cantidad de cualquier Energía Renovable Voluntaria comprendida en cada Producto, según corresponda.

Producto	Energía Renovable Voluntaria	Cantidad	
		% de carga del Programa	Descripción alternativa
Producto estándar			
Producto opcional [X] {incluir solo en caso de que corresponda}	[MA Clase I]	[10 %]	
Producto opcional [Y] {incluir solo en caso de que corresponda}	[MA Clase I]	[20 %]	[sin incluir biomasa]

4. Obligaciones en materia de Energías Renovables

- a) Los Precios de venta al público establecidos en la Sección 1 de este Apéndice de Precios y Términos incluyen todas las Obligaciones en materia de Energía Renovable a partir de la fecha de firma a continuación.
- b) La siguiente tabla define cuál es la Parte responsable de los componentes específicos de las Obligaciones en materia de Energía Renovable para cada uno de los Productos definidos en la Sección 1 de este Apéndice de Precios y Términos.

Producto	Normas de Energía Renovable	Energía Renovable Voluntaria <i>{incluir la columna solo en caso de que corresponda}</i>
Producto estándar	Proveedor Competitivo	[n/a o Proveedor Competitivo]
Producto opcional [X] <i>{incluir fila solo en caso de que corresponda}</i>	Proveedor Competitivo	[n/a o Proveedor Competitivo]
Producto opcional [Y] <i>{incluir fila solo en caso de que corresponda}</i>	Proveedor Competitivo	[Proveedor Competitivo]

- c) *{incluir solo en caso de que corresponda}* El Proveedor Competitivo creará y gestionará una Cuenta del GIS del Programa de conformidad con el Artículo 5.4.1 de este ESA.

5. Suministro Eléctrico Total

A efectos de aportar claridad, todos los Precios de venta al público establecidos en la Sección 1 de este Apéndice de Precios y Términos incluyen todos los costos en los que incurra el Proveedor Competitivo en relación con: (a) [p. ej., Programa de Energía Inventariada ISO-NE, aprobado por la FERC el 18 de junio de 2020 (ER19-1428-003)], (b) [____] y (c) [____]. *{incluir solo si es necesario, y los artículos enumerados deberán ser consistentes con la solicitud de propuestas emitida en relación con el Plazo de Entrega de este Apéndice de Precios y Términos}*

6. **Honorarios de Consultoría:** El Proveedor Competitivo incluirá los Honorarios de Consultoría en los Precios de venta al público de cada Producto y pagará a CPG la tarifa volumétrica establecida a continuación, multiplicada por el uso medido de los Consumidores Participantes.

Honorarios de Consultoría: [\$0.0010/kWh]

7. **Agregado Operativo:** *{incluir solo si corresponde}* El Proveedor Competitivo incluirá el Agregado Operativo en los Precios de venta al público para cada Producto y pagará al Intermediario la siguiente tarifa volumétrica multiplicada por el uso medido de los Consumidores Participantes:

Agregado Operativo: [\$0.0000]/kWh

8. Costos de concientización de los Consumidores:

Aviso de exclusión inicial: *{incluir solo en caso de que corresponda, se puede aplicar cuando el Programa existente se transfiere a un Proveedor Competitivo diferente}* El Proveedor Competitivo enviará por correo una opción de exclusión según lo indique el Intermediario en un plazo necesario para dar inicio al servicio para los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles en la Fecha de Inicio del Plazo de Entrega, de conformidad con el Artículo 3.2 del ESA.

Promociones del programa: *{incluir solo en caso de que corresponda}* *{incluir detalles de la descripción de la solicitud de propuestas}* El Límite de las Promociones del Programa de conformidad con el Artículo 3.4 del ESA es de [\$00,000.00]/año calendario.

9. Ratificación de los Términos y Condiciones del ESA

- a) Salvo que se modifiquen o se renuncie a ellos expresamente mediante este Apéndice de Precios y Términos, los términos, condiciones, pactos, acuerdos, garantías y representaciones contenidos en el ESA se ratifican, se confirman y se rehacen en todos los aspectos a partir de la fecha del presente documento y, salvo que se modifiquen o se renuncie a ellos mediante el presente documento, continuarán en pleno vigor y efecto.
- b) Nada de lo estipulado en este Apéndice de Precios y Términos alterará ni enmendará, ni se interpretará en el sentido de alterar o enmendar, cualesquiera otros Apéndices de Precios y Términos.

10. Duplicados: El presente Apéndice de Precios y Términos podrá ser ejecutado en duplicados; todos ellos constituirán un único y mismo instrumento. Este Apéndice de Precios y Términos forma parte del ESA y está sujeto a sus términos y disposiciones.

[EL RESTO DE LA PÁGINA SE DEJÓ EN BLANCO INTENCIONALMENTE]

BORRADOR

EN FE DE LO CUAL, las Partes han designado a sus representantes debidamente autorizados para que firmen el presente Apéndice de Precios y Términos en su nombre, en la fecha arriba indicada.

[PROVEEDOR COMPETITIVO]

Por: _____
Nombre:
Cargo:

CIUDAD DE SPRINGFIELD

Por: _____
Nombre: Domenic J. Sarno
Cargo: Alcalde

APÉNDICE B

**MODELO DE INFORME MENSUAL DE PAGO DE HONORARIOS DE
CONSULTORÍA**
[Pago al consultor/Detalles de uso]



Monthly
Consultant Payment

APÉNDICE C

MODELO DE INFORME MENSUAL DE INSCRIPCIÓN



Monthly Enrollment
Report.xlsx

APÉNDICE D**MODELO DE INFORME SEMANAL DE INSCRIPCIÓN**

Weekly Enrollment
Report.xlsx



City Council

TABLED

Meeting: 06/03/24 07:00 PM

Initiator: Ciara Hanlon

Sponsors: Mayor Domenic J. Sarno

DOC ID: 8020

PEG Access and Cable Related Fund FY24 Q4 Franchise Fee Payment - \$152,642.64 (Mayor Sarno)

WHEREAS, the City of Springfield ("City") received \$152,642.64 as a quarterly franchise fee payment from Comcast Corporation ("Comcast") as a part of the City's cable agreement with Comcast ("Cable Agreement"), for the purpose of funding public education and government access cable television activities and services in Springfield; and

WHEREAS, the City previously accepted G.L. c. 44, §53F¾ establishing a special revenue fund known as the "PEG Access and Cable Related Fund" to reserve cable franchise fees and other cable-related revenues; and

WHEREAS, the City intends to use the cable franchise fee payments from Comcast to support and provide PEG access programming services and oversight, to deliver cable television programming to municipal buildings, and for costs related to oversight and renewal of the cable franchise agreement, or take any other action relative thereto; and

WHEREAS, the City has accepted the franchise fee quarterly payment and requests authorization from the City Council and the Mayor to expend the funds listed below from the PEG Access and Cable Related Fund for the purposes of the fund; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the acceptance of the franchise fee funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to G.L. c. 44, §53F¾, that the City Council hereby appropriates the sum of \$152,642.64 and approves the expenditure by the City of the cable franchise fees and other cable-related revenues to support PEG access services, subject to the approval of the Mayor, and the funds received shall be deposited with the City Treasurer and held in a separate account and may be expended for the purposes of the fund without further appropriation:

PEG Access and Cable Related Fund

Account#29431290-530105-PEG24: \$152,642.64



City Council

SCHEDULED

1

Meeting: 06/03/24 07:00 PM
Initiator: Gladys Oyola-Lopez
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8052

Confirmation of William St. Denis as Deputy Director of Veterans' Services (Mayor Sarno)

Confirmation of William St. Denis of 14 Kittrell Street , Springfield, Massachusetts, as the Deputy Director of Veterans ' Services.



THE CITY OF SPRINGFIELD, MASSACHUSETTS

MAYOR DOMENIC J. SARNO

HOME OF THE BASKETBALL HALL OF FAME

May 28, 2024

Gladys Oyola, City Clerk
City of Springfield
36 Court Street
Springfield, MA 01103

I hereby appoint William St. Denis of 14 Kittrell Street, Springfield, Massachusetts, as the Deputy Director of Veterans' Services. Mr. St. Denis is a person qualified to hold this position based on his commitment to the city, and experience and training to perform the duties of said office, and I make the appointment solely in the interest of the City.

Respectfully,

Domenic J. Sarno
Mayor

Attachment: Bill St. Denis - Veterans Services Deputy Director (8052 : Confirmation of William St. Denis as Deputy Director of Veterans'



City Council
36 Court Street
Springfield, MA 01103

SCHEDULED

PETITION (ID # 8056)

Meeting: 06/03/24 07:00 PM
Department: Department of Public Works
Category: General
Prepared By: Hector Velez
Initiator: Hector Velez
Sponsors:
DOC ID: 8056

EVERSOURCE - Bicentennial Highway

ORDER FOR LOCATION OF UNDERGROUND CONDUIT

WHEREAS The Board of Public Works, to which was referred the petition Bicentennial Highway of Eversource Electric Company dated April 30, 2024, to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway.

WHEREAS, said petition Bicentennial Highway was referred to the Board of Public Works on April 30, 2024; and

WHEREAS, On May 1, 2024, a Notice of a Public Hearing on Bicentennial Highway to be held on May 15, 2024, was sent by mail, to all property owners abutting an affected road, various Departments, Utility Companies, etc before the day of the hearing and posted on two public bulletin board a copy of which is attached a hearing of the Board of Public Works was held as scheduled on-site with the petitioner and interested parties.

WHEREAS, on May 15, 2024, the Board of Public Works reported thereon that, after careful consideration of the petition Bicentennial Highway to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway. Starting at the Allen Street and Bicentennial Highway intersection the first pole line will start approximately 40' north of the intersection and then 100 feet between each pole, the poles will be centered in the median on Bicentennial Highway.

EVERSOURCE, Bicentennial Highway

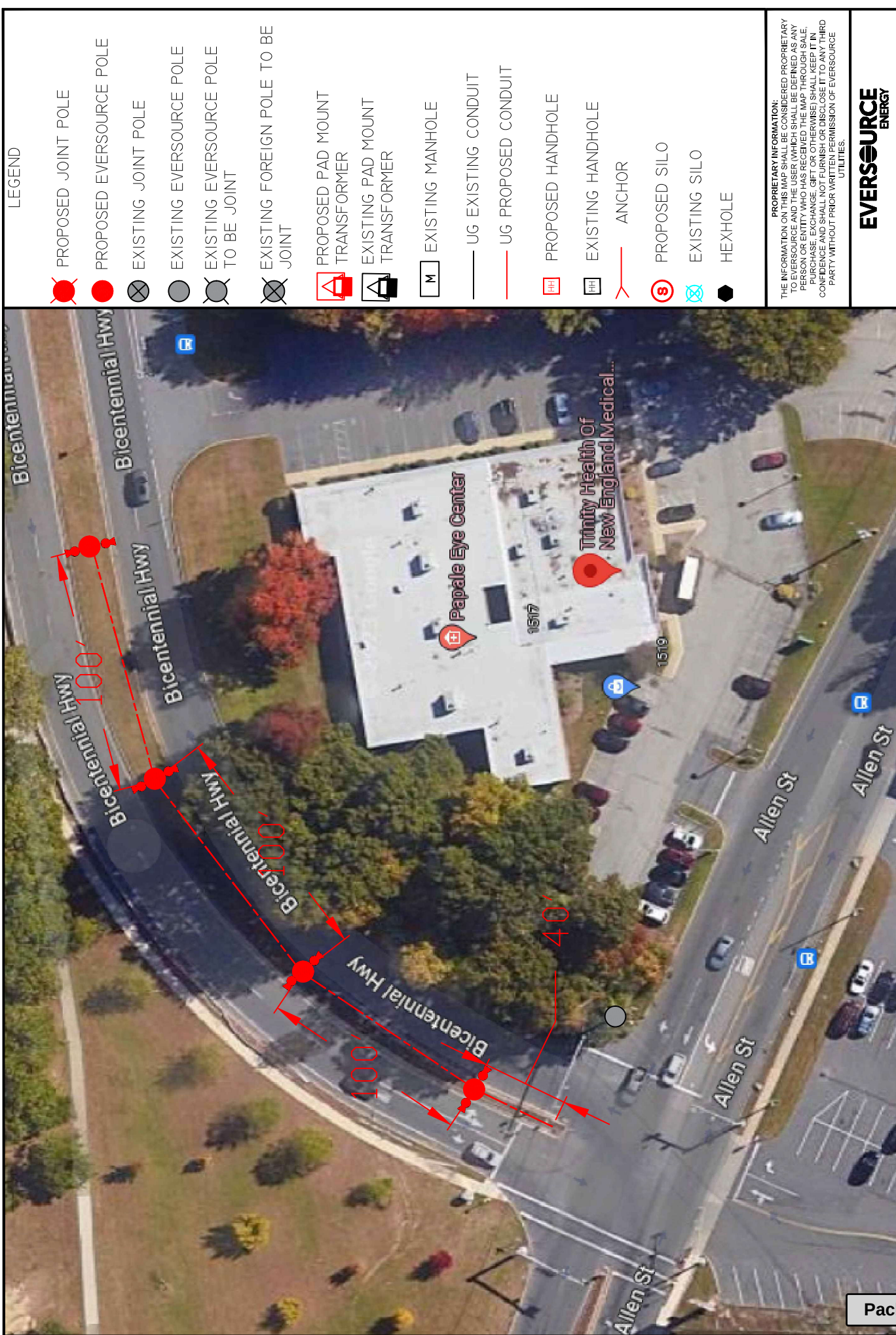
consisting of one (1) sheet, which plan is incorporated herein by reference and is on file in the office of the Engineering Division of the Department of Public Works, Springfield, Massachusetts.

WHEREAS, the petition Bicentennial Highway came before the City Council for a Public Hearing on this date,

NOW, THEREFORE, BE IT ORDERED:

1. That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.
2. That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

3. That care be taken during said construction not to damage any underground services.
4. That the construction site be returned to the same condition as found or better.
5. Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.
6. In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.
7. Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor and Council governing the construction and maintenance of buried cable, conduits, and wires.
8. Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.
9. Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.
10. Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.
11. That all proposed silo, manhole, and hexhole covers will conform to and be compatible with the established street, tree belt, or sidewalk grades with suitable non-skid covers when in the sidewalk area.
12. The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of the pipe.
13. That asphalt trench restoration be done in accordance with the City of Springfield DPW requirements.
14. That all conditions outlined in the respective order are complied with.



PROPOSE AND DESCRIPTION:

EVERSOURCE ENERGY IS REQUESTING PERMISSION TO INSTALL (4) 35' CLASS 2 FULLY OWNED POLES TO ADD STREET LIGHTS AT THE INTERSECTION OF BICENTENNIAL HIGHWAY. THIS POLE WILL BE LOCATED STARTING AT THE ALLEN ST - BICENTENNIAL HIGHWAY INTERSECTION. THE POLE LINE WITH START APPROXIMATELY 40' NORTH OF THE INTERSECTION AND THEN 100' BETWEEN POLES.

Attachment: 14979475 SKETCH (8056 : EVERSOURCE - Bicentennial Highway)

LEGEND

- PROPOSED JOINT POLE
- PROPOSED EVERSOURCE POLE
- EXISTING JOINT POLE
- EXISTING EVERSOURCE POLE
- EXISTING EVERSOURCE POLE TO BE JOINT
- EXISTING FOREIGN POLE TO BE JOINT
- PROPOSED PAD MOUNT TRANSFORMER
- EXISTING PAD MOUNT TRANSFORMER
- EXISTING MANHOLE
- UG EXISTING CONDUIT
- UG PROPOSED CONDUIT
- PROPOSED HANDHOLE
- EXISTING HANDHOLE
- ANCHOR
- PROPOSED SILO
- EXISTING SILO
- HEXHOLE

PROPRIETARY INFORMATION:
THE INFORMATION ON THIS MAP SHALL BE CONSIDERED PROPRIETARY TO EVERSOURCE AND THE USER (WHICH SHALL BE DEFINED AS ANY PERSON OR ENTITY WHO HAS RECEIVED THE MAP THROUGH SALE, PURCHASE, EXCHANGE, GIFT OR OTHERWISE) SHALL KEEP IT IN CONFIDENCE AND SHALL NOT FURNISH OR DISCLOSE IT TO ANY THIRD PARTY WITHOUT PRIOR WRITTEN PERMISSION OF EVERSOURCE UTILITIES.

EVERSOURCE ENERGY

PETITION PROPOSAL
BICENTENNIAL HIGHWAY
SPRINGFIELD

SCALE: NTS
DRAWN BY: J. FERRERO
CREATED: 10/3/2021

Packet Pg. 235

PETITION FOR POLE AND WIRE LOCATIONS

To the City Council of the City of Springfield, Massachusetts

EVERSOURCE requests permission to locate a line of poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures along and across the following public way:

BICENTENNIAL HIGHWAY

EVERSOURCE IS REQUESTING PERMISSION TO INSTALL (4) 35' CLASS 2 FULLY OWNED POLES TO ADD STREET LIGHTS AT THE END OF BICENTENNIAL HIGHWAY. THIS POLE WILL BE LOCATED STARTING AT THE ALLEN ST – BICENTENNIAL HIGHWAY INTERSECTION. THE POLE LINE WILL START APPROXIMATELY 40' NORTH OF THE INTERSECTION AND THEN 100' BETWEEN EACH POLE. THE POLES WILL BE CENTERED IN THE MEDIAN AND WILL EACH HAVE (2) 92W LED LUMINAIRES.

Drawing # 14979475

Wherefore it prays that after due notice and hearing as provided by law, let it be granted a location for and permission to construct and maintain a line of poles, wires and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith and made a part hereof marked -

Also, for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as it may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

EVERSOURCE

By _____
Jason Ferrero, Technician
Jason.ferrero@eversource.com

Dated this 30th day of April 2024.

Attachment: 14979475 POLE PETITION (8056 : EVERSOURCE - Bicentennial Highway)

CITY OF SPRINGFIELD, MASSACHUSETTS

Date: May 15, 2024

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF SPRINGFIELD:

The Board of Public Works, to which was referred the petition Bicentennial Highway of Everesource Electric Company dated April 30, 2024, to Install four (4) 35' feet class 2 poles to add street lights at the end of Bicentennial Highway. Starting at the Allen Street and Bicentennial Highway intersection the first pole line will start approximately 40' north of the intersection and then 100 feet between each pole. the pole will be centered in the median on Bicentennial Highway., and to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for distributing purposes, reports thereon as follows:

Under Chapter 708 of the Acts of 1977, the Board of Public Works held the hearing on the above matter provided for in Section 22 of Chapter 166 of the General Laws. The hearing was held on May 15, 2024, at 3:30 P.M. at #1515 Allen St, (Parking lot) Springfield, MA two (2) members of the Board and one (1) persons interested in the matter were present. Of the latter, one (1) voted in favor and no one (0) voted against.

The Board considers the request necessary to improve visibility at night in the area. After careful consideration, the Board recommends the petition be granted provided:

That due care for public safety is exercised during construction including but not limited to the use of a police officer(s) for traffic control if necessary.

That said construction would not unnecessarily interfere with the movement of vehicular or pedestrian traffic in the area.

That care be taken during said construction not to damage any underground services.

That the construction site be returned to the same condition as found or better.

Said company shall indemnify and save harmless against all damages, costs, and expenses whatsoever to which the City may be subjected in consequence of the acts or neglect of said Company, its agents or servants, or in any manner arising from the rights and privileges granted it by the City.

In addition, said company shall, before a public way is disturbed for the laying of its wire or conduit, execute its bond in the penal sum of Ten Thousand Dollars (\$10,000) conditioned for the faithful performance of its duties under this permit.

Said company shall comply with the requirements of existing Ordinances and orders and comply with any changes in Ordinances and orders as may hereafter be adopted by the Mayor

Attachment: BICENTENNIAL Report (8056 : EVERSOURCE - Bicentennial Highway)

and Council governing the construction and maintenance of buried cable, conduits, and wires.

Any sidewalks that are damaged or removed will be replaced in kind and accordance with the City of Springfield's Standard Specifications.

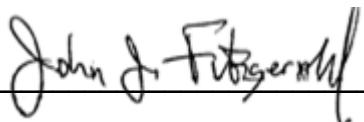
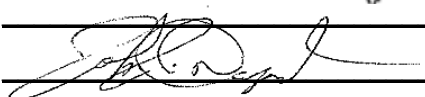
Ramps for the handicapped will be provided if and where required by law and in conformance with the Rules and Regulations of the Massachusetts Architectural Barrier Board.

Any curbing that is disturbed during construction will be reset to the established street grade using proper construction procedures.

That due care be exercised not to unnecessarily damage any public shade trees located within the construction area.

The Springfield Water and Sewer Commission be notified before construction begins. All installations of adjacent utilities must be a minimum of 4 feet from the existing water and/or sewer main, edge to edge of pipe.

That all conditions set forth in the respective order are complied with.


_____)
_____)

_____)

BOARD OF PUBLIC WORKS



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8048

3

CDBG Entitlement Grant - No Match - \$3,740,488.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Community Development Block Grant (CDBG) Entitlement Grant" of \$3,740,488.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to develop viable urban communities by providing decent housing and suitable living environments and by expanding economic opportunities, principally for low and moderate-income person; and

WHEREAS, the Department intends to use the grant funds for public service, infrastructure, business assistance, housing, and neighborhood improvements.

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

CDBG Entitlement Grant - \$3,740,488.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/22/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) 6536

Name and Title of Person to Contact in Case of Questions Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **63124**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

X State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **Community Development Block Grant (CDBG) Entitlement Grant**

Total Grant Amount Awarded: **\$3,740,488.00**

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Annual Grant to develop viable urban communities by providing a decent housing and suitable living environment, as well as expanding economic opportunities principally for low and moderate income persons. The grant funds public service, infrastructure, business assistance, housing, and neighborhood improvements.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.218**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 63124

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham
Signature

5/24/24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8050

4

HOME Entitlement Grant - No Match - \$1,502,181.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "HOME Investment Partnerships Program (HOME) Entitlement Grant" of \$1,502,181.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to assist states and local governments to fund a wide range of activities including building, buying and/or rehabilitating affordable housing for rent or homeownership or providing direct assistance to individuals who were homeless; and

WHEREAS, the Department intends to use the grant funds to provide funds to first-time homeowners (down payment assistance), tenant-based rental assistance, project based homeownership and rehab owner and rental properties; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

HOME Grant Program - \$1,502,181.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	5/22/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6536
Name and Title of Person to Contact in Case of Questions	Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **63024**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:
 State – Highway
 Federal Pass-Through DOE– School
 Federal Direct– School
 X Federal – City
 State DOE– School
 State Other – School
 State – City
 Private/Other

Grant Name: **HOME Entitlement Grant**

Total Grant Amount Awarded: **\$1,502,181.00**

Attachment: FY25 HOME Grant Setup Form (8050 : HOME Entitlement Grant - No Match - \$1,502,181.00)

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

Federal program designed to assist state and local governments to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct assistance to individuals for housing.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.239**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.

(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 63024

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham

Signature

5/23/24

Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8051

5

HOPWA Entitlement Grant - No Match - \$827,431.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Housing Opportunities for Persons With Aids (HOPWA) Entitlement Grant" of \$827,431.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to meet the housing needs of persons living with HIV/AIDS and families of such persons. The grant funds supportive services and rental payments for these individuals and families; and

WHEREAS, the Department intends to use the grant funds for the above purpose; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

HOPWA Entitlement Grant - No Match - \$827,431.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request	5/22/24
Department Requesting Grant Setup	Comm Dev
Department Phone # (Please include extension)	6536
Name and Title of Person to Contact in Case of Questions	Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **66624**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) N If yes, please attach a copy of the Approved Form.

Grant Type:

	State – Highway
	Federal Pass-Through DOE– School
	Federal Direct– School
X	Federal – City
	State DOE– School
	State Other – School
	State – City
	Private/Other

Grant Name: **HOPWA Entitlement Grant**

Total Grant Amount Awarded: **\$827,431.00**

Attachment: FY25 HOPWA Grant Setup Form (8051 : HOPWA Entitlement Grant - No Match - \$827,431.00)

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if

Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

The HOPWA grant provides supportive services and housing for persons with AIDS.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.241**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.
(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 66624

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham
Signature

5/23/24
Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8049

6

ESG Entitlement Grant - No Match Required - \$329,785.00 (Mayor Sarno)

WHEREAS, the Office of Community Development ("Department") has been awarded a "Emergency Solutions Grant (ESG) Entitlement Grant" of \$329,785.00 from the U.S. Office of Housing and Urban Development; and

WHEREAS, the purpose of the grant program is to assist individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness; and

WHEREAS, the Department intends to use the grant funds for shelter operations, homeless prevention services and rapid re-housing rental payments; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grant, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

ESG Entitlement Grant - No Match Required - \$329,785.00



REQUEST FOR GRANT SETUP

This form and the required attachments are required by the Office of the City Comptrollers before a Grant Fund and related accounts will be created in MUNIS. Please do not use this form for requesting a non-grant related account to be created – use the Request for New Account form instead. Please return this form and the required attachments to the Office of the City Comptrollers.

All fields are mandatory.

Date of Request 5/22/24

Department Requesting Grant Setup Comm Dev

Department Phone # (Please include extension) 6536

Name and Title of Person to Contact in Case of Questions Chelsea Lindblad

Was this Grant previously setup for a prior fiscal year?
If yes, please indicate your previous project number: **64424**

If this is a new Grant, have you filled out the “Approval to apply for a grant” Form?
(Y/N) **N** If yes, please attach a copy of the Approved Form.

Grant Type:

State – Highway

Federal Pass-Through DOE– School

Federal Direct– School

X Federal – City

State DOE– School

State Other – School

State – City

Private/Other

Grant Name: **ESG Entitlement Grant**

Total Grant Amount Awarded: **\$329,785.00**

Attachment: FY25 ESG Grant Setup Form (8049 : ESG Entitlement Grant - No Match Required- \$329,785.00)

Is this a Reimbursable Grant? (Y/N) **Y**

A Reimbursable Grant is defined as one that requires that you pay for expenses first and then you apply to the grantor for a reimbursement of the exact amount actually expended.

If it is a Reimbursable Grant, please enter Grantor contact information or the CID # if Grantor is already in the customer file:

Entity Name	US Department of HUD
Contact Person	Samantha Graves
Street Address	10 Causeway Street
City, State, Zip Code	Boston, MA 02114
Telephone	617-994-8353
Fax	
E-Mail	samantha.graves@hud.com

Actual Award Date

Board Approval Date

Start Date 7/1/2023

Expiration Date 6/30/2026

Renewal Action Date (optional)

If there are any Matching Funds:

Type

Percent

Amount

Is there any Leverage? HUD FUNDING ONLY

Source

Amount

Comments re: Description/Purpose of Grant

The ESG grant provides funding for homeless persons and homeless shelter operations.

Comments re: Conditions/Restrictions of Grant

If this is a Federal Grant, enter CFDA#: **14.231**

If applicable enter the State ID # :

What is the required drawdown frequency? **Monthly**

(Ex: Monthly, Quarterly)

If payment is to be sent by Grantor as a Wire,

Please enter any wire reference/identification # that may be used (if known)

Please list all object codes needed for the grant.

(Attach additional sheets if additional orgs and roll-ups are needed):

Org Code: Same as Project # 64424

Object Codes:

Budget Roll-Up Codes:

I hereby attest that under the penalties of Chapter 656, I will adhere to all regulations in this grant agreement. I am responsible for timely and accurate reimbursements in the amounts listed above.

Amanda Pham

Signature

5/24/24

Date

Please attach the following documents:

- ☐ Signed Approval to Apply for a Grant Form
- ☐ Grant Award Letter
- ☐ City Council/Mayor Approval
- ☐ Any other relevant documentation

This Form and all relevant attachments will be scanned and attached in the Grant Maintenance module in MUNIS and can be viewed or printed at your convenience.

FY 2024 Community Planning and Development Formula Program Allocations									
NAME	STA	CDBG	RHP	HOME	ESG	HOPWA	HTF	KEY	CNSRTKEY
Commonwealth of Massachusetts	MA	\$34,869,850	\$1,066,654	\$10,112,843	\$4,882,999	\$381,055	\$4,233,855	259999	
Springfield	MA	\$3,740,488	\$0	\$1,502,181	\$329,785	\$827,431	\$0	252340	
Taunton	MA	\$830,022	\$0	\$805,788	\$0	\$0	\$0	252418	25C227
Waltham	MA	\$871,572	\$0	\$0	\$0	\$0	\$0	252544	
Westfield	MA	\$387,173	\$0	\$0	\$0	\$0	\$0	252700	
Weymouth Town	MA	\$726,945	\$0	\$0	\$0	\$0	\$0	252784	
Worcester	MA	\$4,261,392	\$0	\$1,566,653	\$358,347	\$793,198	\$0	252880	
Yarmouth	MA	\$128,173	\$0	\$0	\$0	\$0	\$0	252904	
Barnstable County	MA	\$0	\$0	\$404,490	\$0	\$0	\$0	25C201	25C201



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8060

7

Fire Emergency Management Performance Grant Increase - \$4,000 - No Match Required (Mayor Sarno)

WHEREAS, the Springfield Fire Department has been awarded an increase of \$4,000.00, bringing the total award to \$96,735.50, for the "Emergency Management Performance Grant" from the Massachusetts Emergency Management Agency ("MEMA"); and

WHEREAS, the purpose of the grant is to support the City of Springfield's Office of Emergency Preparedness ("OEP") in preparing for potential emergency hazardous situations and events; and

WHEREAS, the Department intends to use the grant funds for supplies and equipment to aid in it's response time and safety across the City of Springfield; and

WHEREAS, the Department has accepted the grant and requests authorization from the City Council and the Mayor to expend the grant funds listed below for the purposes of such grants; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the grant funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, Sec. 53A, that the City Council approves the expenditure by the Department of the grant funds listed below for the purposes of such grants, subject to the approval of the Mayor, and the grant funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the grant without further appropriation:

Emergency Management Performance Grant Increase - \$4,000.00

Oyola, Gladys

From: Borecki, Darcy
Sent: Tuesday, May 21, 2024 9:03 AM
To: Hand, Erin
Subject: FW: [External] 23EMPG Springfield contract award error

Hi Erin,

I received the below email regarding our EMPG contract award. Beth Gokey informed me that because of the increase, this will have to go before City Council for reapproval. Can you please add this to the agenda?

Thank you!

Respectfully,

Darcy Borecki

Administrative Analyst
 Springfield Fire Department
 605 Worthington Street
 Springfield, MA 01105
 Phone: 413.750.2422
 Fax: 413.787.6432

From: Gifford, Lorri D (CDA) <Lorri.D.Gifford@mass.gov>
Sent: Tuesday, May 21, 2024 8:25 AM
To: Borecki, Darcy <DBorecki@springfieldcityhall.com>; Denson, Tyrone <TDenson@springfieldcityhall.com>
Cc: Flebotte, Scott L (CDA) <Scott.L.Flebotte@mass.gov>
Subject: [External] 23EMPG Springfield contract award error

Hi Darci and Chief,

We received your original signed contract and notice that I made an error on the contract award amount. Your 23EMPG award, as listed in the NOFO, is \$92,735.50 and I entered \$96,735.50 on the contract in error. This is a total of \$4,000 over your original award.

Due to all my delays in getting your project approved, we will not be sending an amendment to reduce your award so you will be able to spend the additional funds this year only.

Thank you for your patience, please let me know if you have any questions.

Lorri Gifford

Emergency Management Grants Unit Supervisor
 Massachusetts Emergency Management Agency
 400 Worcester Road
 Framingham, MA 01702
 Desk: 508.820.2004
 Cell: 508.380.8816
Lorri.d.Gifford@mass.gov

If you have difficulty understanding English, you may, free of charge, request language assistance services by sending an email to Sara Parmenter, ADA Coordinator at Sara.L.Parmenter@mass.gov or call 508-820-2060.

Reasonable accommodations for people with disabilities are also available upon request, including accommodations for special dietary needs when food is provided. To request an accommodation, please include a description of the accommodation you will need, including as much detail as you can provide. Please also include a way we can contact you if we need more information. Please provide at least two weeks (14 days) advanced notice for language assistance and/or a reasonable accommodation. Last minute requests will be accepted but may be impossible to fill. Send an e-mail to Sara Parmenter, ADA Coordinator at Sara.L.Parmenter@mass.gov or call 508-820-2060.

CAUTION: This email originated outside our organization; please use caution.

Attachment: 23EMPG Springfield contract award increase email from MEMA (8060 : Fire Emergency Management Performance Grant Increase -

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



7.b

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): SPRINGFIELD, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 36 Court Street, Springfield, MA 01103-1699		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Tyrone Denson	Phone:	Billing Address (if different): same	
E-Mail: tdenson@springfieldcityhall.com		Contract Manager: EM Grants Unit	Desk #:508-820-1407
Contractor Vendor Code: VC6000192140		E-Mail: EM.Grants@mass.gov	Desk #: 508-561-0449
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): FY24EMPG2300000SPRIN	
		RFR/Procurement or Other ID Number: FFY2023EMPG	
X_ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) ☒ Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior to</i> Amendment: _____. Enter Amendment Amount: _____. AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$96,735.50			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days % PPD; Payment issued within 20 days % PPD; Payment issued within 30 days % PPD. If PPD percentages are left blank, identify reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ☒ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2023 Emergency Management Performance Grant (EMPG), Assisting Listing #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2023 EMPG Subgrant Application and in accordance with attached Federal Standard Terms and Conditions, Commonwealth Terms and Conditions, and MEMA Special Conditions and Reporting Requirements. Funding breakout SF24 \$735.50 / SF25 \$92,000.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ___ 2. may be incurred as of ____, 20 __, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. ☒ 3. were incurred as of <u>April 26, 2024</u> , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:_____. Date:_____. Print Name / Title:_____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:_____. Date:_____. Print Name / Title: Randall Lui, CFO	

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhsstandard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – NonConstruction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as passthrough entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.
DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Governmentwide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to

their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-helpdepartment-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Commonwealth of Massachusetts
Terms and Conditions**

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void. Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. c. 29, § 26, or the availability of sufficient non-appropriated funds for the purposes of a Contract and shall be subject to intercept pursuant to M.G.L. c. 7A, § 3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. c. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. c. 106, § 9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.
9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual

orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. **Waivers.** Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. **Risk Of Loss.** The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. **Forum, Choice of Law And Mediation.** Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. **Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration.** Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.

**Massachusetts Emergency Management Agency
Special Conditions and Reporting Requirements**

Parties

The “Contractor” or “Subrecipient” is an eligible public or private not-for-profit entity that has applied for grant funding to the Massachusetts Emergency Management Agency (MEMA) and has received an approved award. The subrecipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through the Massachusetts Emergency Management Agency (“Department”), is responsible for administering this grant program.

Agreement

The Subrecipient and Department will execute a State Standard Grant Contract through which the subrecipient agrees to perform all activities as described in the approved application within the budget, dates of service, and other conditions set forth below. The Department agrees to reimburse the Subrecipient for all allowable costs incurred within period of performance as stated in the executed state contract and to provide technical assistance and support required to carry out the purposes of the grant.

Terms and Conditions

1. **Project Revisions.** Any substantive adjustment to a subrecipient’s scope of work or budget must be reviewed and approved by MEMA prior to expenditure. A contract amendment may be required prior to performance under an adjusted scope of work. MEMA is not obligated to reimburse work or expenditures made outside an approved scope of work or budget.
2. **Press.** Subrecipient agrees to proactively notify MEMA of any interactions or planned media outreach regarding activities funded under this grant program.
3. **Release of Information.** All records, papers and other documents of any kind related to the funded activity in any manner and kept by subrecipients of these funds shall be made promptly available upon request to any person authorized by MEMA for inspection and copying.
4. **Application of Special Conditions to Subrecipient:** If a subrecipient proposes to engage in sub-granting activities, it shall ensure its sub-grantees adhere to all applicable contract conditions.
5. **Reporting.** Subrecipients agree to submit timely and accurate Reimbursement Request Form as needed and directed. Failure to comply with this condition may result in the withholding of subrecipient funds until the delinquent report is received.
6. **Contractor/Consultant Rates.** Compensation for individual consultant services is to be reasonable and consistent with the amount paid for similar services in the marketplace. Consideration can be given to compensation, including fringe benefits, for those individuals whose employers do not provide the same. Time and effort reports are required for consultants.
7. **Internet Access.** Subrecipients must have Internet access.
8. **Email addresses.** Subrecipient project point of contact of grant programs must have individual email addresses.
9. **Subrecipient Non-compliance.** Contractor/Subrecipient, is subject to the federal and state regulations and related requirements set forth herein. Non-compliance may result in an audit finding and subsequent repayment of funds. Approval of a project, project costs, contract, or payment by MEMA does not exempt the Contractor from requirements to repay funds. Should a state, federal, or local audit reveal that actions taken by the Contractor/Subrecipient, or any of its contractors, regardless of previous approval by MEMA, do not comply with policies, laws, or regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by MEMA. Repayments not made as expected will be considered debts and addressed under the Commonwealth’s Debt Collection and Intercept policy (815 CMR 9.00).
10. **Monitoring.** Subrecipients agree to cooperate with MEMA monitoring and site visits.
11. **Records Retention.** The Contractor shall retain all related records for a minimum of six years from the date of the Close-Out Report Submission. In cases of similar requirements at two or more levels, the more stringent of the requirements must be followed.
12. **Prior to acceptance of these terms and conditions,** Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA, U.S. DOT and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

Certification of Compliance with Federal Procurement Standards

All subrecipient spending under a Federal Grant must comply with the federal procurement standards described in 2 CFR 200.317 through 200.327. Subrecipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws, and regulations. By signing this Contract, the Subrecipient certifies compliance with the following:

1. Procurement(s) conducted under the above-referenced grant program will comply with my organization’s procurement procedures which are documented and reflect current procurement practices.
2. My organization’s procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.327.

If the subrecipient does not have documented procurement procedures, MEMA may terminate this agreement and/or withhold reimbursement until such time as the subrecipient can provide appropriate revisions to assure all expenditures were made in compliance with the applicable federal, state, local, and tribal procurement requirements.



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Trevor Crawford
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8053

8

Donation - Police Superintendent Akers (Mayor Sarno)

WHEREAS, the Springfield Police Department has been awarded an anonymous donation total of \$5,000.00 for Superintendent Akers; and

WHEREAS, the funds provided by the donor are designated for the purpose for where Superintendent Akers sees fit; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in the Attachment; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

Police Department Donation - \$5,000.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

BerkshireBank

Life is exciting. Let us help.

P.O. Box 1308, Pittsfield, MA 01202-1308

Longmeadow
Longmeadow, MA 01106
1316
E092702**CASHIERS CHECK**

2118-7169/21

CHECK NO. 1316009570

DATE 05/21/2024



AMOUNT *****\$5,000.00

■ Five Thousand and 00/100ths Dollars***

DOLLAR

Pay to the ***Superintendent Akers/ Springfield Police***
Order of

TWO SIGNATURES REQUIRED OVER \$10,000

AUTHORIZED SIGNATURE

Donation / Anonymous / Superintendent discretion,
29122100-483000

⑈ 1316009570 ⑈ ⑆ 211871691 ⑆ 22300540 ⑈

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Attachment: Donation 5-28-24 (8053 : Donation - Police Superintendent Akers)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Gianna Berardi
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8059

9

FY24 Libraries Cash Donations - \$435.92 (Mayor Sarno)

WHEREAS, the Springfield City Library Department has been awarded donations totaling \$435.92 from various individuals; and

WHEREAS, the funds provided by the donors were designated to the Springfield City Library donations account; and

WHEREAS, the Department has accepted the donation and requests authorization from the City Council and the Mayor to expend the donation funds listed in "Libraries Cash Donations"; and

WHEREAS, the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, has certified that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the City Council Order authorizing the expenditure of the donation funds listed herein, subject to the approval of the Mayor, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, acting pursuant to Mass. Gen. Laws Ch. 44, sec 53A, that the City Council approves the expenditure by the Department of the donation funds listed below for the purposes of such donation, subject to the approval of the Mayor, and the donation funds received shall be deposited with the City Treasurer and held as a separate account and may be expended for the purposes of the donation without further appropriation:

FY24 Libraries Cash Donations - \$435.92

From: [Jackson, Aieshya](#)
To: [Berardi, Gianna](#)
Cc: [Malone, Sacoy](#)
Subject: [External] RE: Financial Order needed
Date: Friday, May 10, 2024 11:30:44 AM

\$435.92

Aieshya Jackson, Business Manager
 Springfield City Library – All Yours, Just Ask
 220 State Street
 Springfield, MA 01103
 413-263-6828, ext. 290
ajackson@springfieldlibrary.org

Connect with us!

www.facebook.com/springfieldcitylibrary

www.twitter.com/SpfldMassLib

www.instagram.com/spfldmasslib/

www.springfieldlibrary.org

From: Jackson, Aieshya
Sent: Friday, May 10, 2024 11:29 AM
To: Berardi, Gianna (GBerardi@springfieldcityhall.com) <GBerardi@springfieldcityhall.com>
Cc: 'Malone, Sacoy' <SMalone@springfieldcityhall.com>
Subject: Financial Order needed

Hi Gianna, the library received a cash donation for \$435. There is no specification as to who it is from or what it should be spent on. We will deposit it into our donations account. Are you able to add this to the next meeting?

Thank you,
 Aieshya

Aieshya Jackson, Business Manager
 Springfield City Library – All Yours, Just Ask
 220 State Street
 Springfield, MA 01103
 413-263-6828, ext. 290
ajackson@springfieldlibrary.org

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www.twitter.com/SpfldMassLib

www.instagram.com/spfldmasslib/

www.springfieldlibrary.org

CAUTION: This email originated outside our organization; please use caution.

Attachment: Library Cash Donation \$435.00 (8059 : FY24 Libraries Cash Donations - \$435.92)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8058

10

Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00 (Mayor Sarno)

A BOND ORDER TO PAY FOR COSTS ASSOCIATED WITH THE PURCHASE OF TWO (2) FIRE APPARATUS

WHEREAS, the City of Springfield (“the City”) is requesting approval of an appropriation in the amount of \$3,290,000.00 for the purchase of two (2) fire apparatus for the Springfield Fire Department (“SFD”). The purchase of new vehicles is necessary to continue the provision of public safety and to improve, and contribute to, the quality of life for the citizens of the City of Springfield by protecting, serving, and working with the community; and

WHEREAS, the purchase of two (2) fire apparatus will replace a portion of the SFD’s aging fleet, protect fire personnel safety, save money on repair costs, and reduce the amount of time vehicles will spend out of service; and after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the appropriation and borrowing, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED: That the City hereby appropriates the sum of \$3,290,000.00 to pay costs of purchasing two (2) apparatus for the Springfield Fire Department, including the payment of any and all other costs incidental or related thereto, and that to meet this appropriation, the City Treasurer, with the approval of the Mayor, is authorized to borrow said amount under and pursuant to Chapter 44 of the General Laws, or pursuant to any other enabling authority, and to issue bonds or notes of the City therefore; that the Mayor is authorized to contract for and expend any federal or state aid available for the project, and that the Mayor is authorized to take any other action necessary or convenient to carry out this project; and the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the “Commonwealth”) to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 Council meeting, which authorizes the City to pay \$3,290,000.00 for the purchase of two fire apparatus for the Springfield Fire Department (“SFD”).

Background: The purchase of the new fire apparatus is necessary to continue the provision of public safety and to improve, and contribute to, the quality of life for the citizens of the City of Springfield by protecting, serving, and working with the community. The vehicles to be purchased will replace a portion of the SFD’s aging fleet. These replacements will save money on repair costs and reduce the amount of time vehicles will out of service.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City’s financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Cert - Bond Auth - Purchase of Fire Apparatus (8058 : Bond Authorization - Two (2) Fire Apparatus - \$3,290,000.00)



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Erin Hand
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8057

11

Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY24), pursuant to Mass. Gen. Laws Ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$1,478,065.72 from various Finance - Pay-Go Capital accounts, to various Finance - Pay-Go Capital accounts in a multi-year fund, in order to carry forward funding into the next fiscal year for purposes of keeping the funding available for projects, and;

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$1,478,065.72 from Finance - Various, to Pay-Go Finance - Various, in order to carry forward funding in the next fiscal year for purposes of keeping the funding available for projects currently in progress and meet the expenses of the City of Springfield for Fiscal Year 2025.

01133-580600	1,027,343.37	34161330-580600
01133-584000-GPP23	53,014.90	34161330-584000-GPP23
01133-584000-GCPUM	102,251.14	34161330-584000-GCPUM
01133-580700-FDVEH	210,022.99	34161330-580700-FDVEH
01133-580400-SHBRP	40,000.00	34161330-580400-SHBRP
01133-580400-PDDPW	4,433.32	34161330-580400-PDDPW
01133-580400-PDLCK	41,000.00	34161330-580400-PDLCK
Total	1,478,065.72	

FINANCIAL IMPACT:

Budget Transfer Within a Department - Finance to Multi-Year Pay-Go Fund - \$1,478,065.72

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting, which authorizes the transfer of \$1,478,065.72 for current projects funded through Pay-As-You-Go (“Pay-Go”) Capital.

Background: This request is for the appropriation of funds totaling \$1,478,065.72 from the capital accounts shown in the table below. This carry forward funding will ensure that money is available for these projects in FY25.

Transfer From	Balance	Transfer To	Project
01133-580600	1,027,343.37	34161330-580600	General Fund to Multi-Year
01133-584000-GPP23	53,014.90	34161330-584000-GPP23	Greenleaf Park
01133-584000-GCPUM	102,251.14	34161330-584000-GCPUM	Fuel Pumps for Golf Courses
01133-580700-FDVEH	210,022.99	34161330-580700-FDVEH	Fire Department Vehicles
01133-580400-SHBRP	40,000.00	34161330-580400-SHBRP	Symphony Hall Repairs
01133-580400-PDDPW	4,433.32	34161330-580400-PDDPW	Police Department Tapley Mini Splits
01133-580400-PDLCK	41,000.00	34161330-580400-PDLCK	Police Department Women's Locker Room
Total	1,478,065.72		

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Madison Woodard
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8054

12

Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000 (Mayor Sarno)

WHEREAS, to meet the expenses of the City of Springfield for the fiscal year commencing July 1, 2023 and ending June 30, 2024 (FY24), pursuant to Mass. Gen. Laws ch. 44, Section 33B, and Chapter 468 of the Acts of 2008, the Chief Administrative and Financial Officer and his Honor the Mayor have requested authorization from the City Council to transfer the sum of \$25,000 from the Comptroller - Reserve for Contingency line item to the Office of Procurement: Advertising line in order to fund the projected deficit; and

WHEREAS, the City Comptroller, Patrick Burns, whose Department is in control of the appropriation from which the transfer is proposed to be made, has approved this transfer; and

WHEREAS, after reviewing this order, the Chief Administrative and Financial Officer has certified to the Mayor and City Council, that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in the transfer, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

NOW THEREFORE BE IT ORDERED, that the City Council approves the transfer of the sum of \$25,000 from the Comptroller Reserve for Contingency line into the Office of Procurement Advertising line item to meet the expenses of the City of Springfield for Fiscal Year 2024.

From: Comptroller - Reserve for Contingencies

01135-578200 - \$25,000

To: Office of Procurement - Advertising

01138-534300 - \$25,000

FINANCIAL IMPACT:

Transfer from Reserve for Contingencies to the Office of Procurement - \$25,000

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – June 3, 2024
Cc: Mayor Domenic J. Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting that requests a transfer in the sum of \$25,000 from the Reserve for Contingencies Account to the Office of Procurement – Advertising Account.

Background: The transfer of \$25,000 will be utilized to cover the required advertising expenses associated with the upcoming bids that need to be advertised before June 30th, 2024.

Department	Account#	Account Description	Transfer Out	Transfer In
Comptroller	01135-578200	Reserve For Contingency	\$ 25,000.00	
Procurement	01138-534300	Advertising		\$ 25,000.00
TOTAL			\$ 25,000.00	\$ 25,000.00

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

Attachment: CAFO Cert - Procurement Advertising Transfer (8054 : Transfer from Reserve for Contingencies to the Office of Procurement -



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8061

13

Collective Bargaining Agreement Ratification - National Association of Government Employees (NAGE) Local 1-021 (Mayor Sarno)

WHEREAS, the City's Labor Relations Director has received confirmation from the representative of the National Association of Government Employees - Local 1-021 (NAGE 1-021), that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2025 to June 30, 2027 with the City of Springfield; and

WHEREAS, the Labor Relations Department is requesting that the City Council approve the terms of the Collective Bargaining Agreement, which are described in a letter from the Labor Relations Director and Memorandum from the Chief Administrative and Financial Officer, which are attached hereto; and

WHEREAS, the Agreement includes a pay plan change effective upon ratification; and

WHEREAS, the Agreement includes wage increases effective July 1, 2025 of two percent (2%); and

WHEREAS, the Agreement includes wage increases effective July 1, 2026 of two percent (2%); and

WHEREAS, the Chief Administrative and Financial Officer has certified that in her professional opinion, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as amended by Section 1 of Chapter 468 of the Acts of 2008;

NOW THEREFORE, the City Council hereby approves the report of the Labor Relations Director regarding the ratification of the collective bargaining agreement between the City of Springfield and the National Association of Government Employees Union 1-021 (NAGE 1-021) and the terms thereof, as described in the attached documents, for the time period of July 1, 2025 through June 30, 2027.

City of Springfield
36 Court Street
Springfield, MA 01103



Division of Administration
and Finance

To: Springfield City Council
From: Cathy Buono, Chief Administrative & Financial Officer
Date: June 3, 2024
Re: Order for Council Meeting – 06/03/2024
Cc: Mayor Sarno

Purpose: The purpose of this memo is to provide an explanation of the order sponsored by the Mayor for the June 3, 2024 City Council meeting, which requests the ratification of the current agreement between the City of Springfield and the National Association of Government Employees (“NAGE”) Local 1-021 Building Inspectors.

Background: The new agreement includes an extension of the bargaining agreement that is set to expire on June 30, 2025, and contains the following wage increases:

FY26 (7-1-25 to 6-30-26)	2.0%
FY27 (7-1-26 to 6-30-27)	2.0%

In addition, the agreement will update the FY24 and FY25 salary schedules effective upon ratification. The City will need to fund the salary rates agreed upon under this new agreement. If an analysis of the Personal Services budget of the Departments that are affected determines that sufficient funds do not exist in the current year budget or next year budget to absorb this increase, the Mayor will sponsor an additional order to have these funds transferred into the Departments’ Personal Services budgets.

CAFO Certification: This memorandum will confirm that in my professional opinion, as the Chief Administrative and Financial Officer, after an evaluation of all pertinent financial information reasonably available, that the City's financial resources and revenues are and will continue to be adequate to support the proposed expenditures and obligations involved in this City Council Order, without a detrimental impact on the continuous provision of the existing level of municipal services, in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

This certification is made in accordance with Section 2(f) of Chapter 656 of the Acts of 1989, as added by Section 1 of Chapter 468 of the Acts of 2008.

**Human Resources
&
Labor Relations**
36 Court Street, Room 005
Springfield, MA 01103
413-787-6068 (phone)
413-787-6572 (fax)



**THE CITY OF
SPRINGFIELD, MASSACHUSETTS**

May 17, 2024

To the Springfield City Council

Please be advised that this department has received confirmation from the representative of **National Association of Government Employees, Local 1-021 Building Inspectors ("NAGE")**, that this bargaining unit has ratified a new collective bargaining agreement for the time period of July 1, 2025 to June 30, 2027 with the City of Springfield.

We hereby submit to you this report for approval by the City Council which reflects the following wage increases in **NAGE Local 1-021's wage scale**.

Wage Increases:

Effective July 1, 2025 Two Percent (2.0%)

Effective July 1, 2026 Two Percent (2.0%)

Additionally:

- The parties agree to the new pay plan effective upon City Council ratification in 2024. This is a 40 hour per week pay plan. If the Employer reverts back to a 37.5 hour work week these rates of pay shall be reduced by 6.7%. Further, the 2% COLA for FY 25 has not changed.

A financial order reflecting the cost of the wage increase is attached.

In accordance with the Acts of 656 of 1989, the Chief Financial Officer must give in writing her opinion relative to the financial impact of the agreement on the existing level of municipal services.

If you have any other questions, please feel free to contact this office.

Sincerely,

William E. Mahoney
Director of Human Resources & Labor Relations
cc: Mayor Domenic J. Sarno
cc: Cathy Buono, CAFO
cc: File

MEMORANDUM OF AGREEMENT

AND

TENTATIVE AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, MA

AND

NAGE LOCAL 1-021 BUILDING INSPECTORS

The above named parties are parties to a 2022-2025 collective bargaining agreement. As the City and the Union recognize the need to provide Inspectional Services beyond the capacity of the current work force compliment they hereby agree as follows:

1. Appendix A The parties agree to the new pay plan effective upon City Council ratification in 2024. This is a 40 hour per week pay plan. If the Employer reverts back to a 37.5 hour work week these rates of pay shall be reduced by 6.7%."

Effective upon ratification							
Inspector	Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1394.62		1522.56		1650.50
	Annually		72,520.41		79,173.25		85,826.08
Senior Inspector	Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1505.08		1637.32		1769.57
	Annually		78,264.50		85,141.11		92,017.72

Effective July 01, 2024							
Inspector	2% Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1422.51		1553.01		1683.51
	Annually		73,970.81		80,756.71		87,542.60
Senior Inspector	2% Increase		Step 1		Step 2		Step 3
			0-1		2-3***		3+****
			Years		Years		Years
	Weekly		1535.18		1670.07		1804.96
	Annually		79,829.79		86,843.93		93,858.07

3. A new contract for FY 26 and 27 is hereby agreed to.
4. Effective July 1, 2025 increase wages by 2%.
5. Effective July 1, 2026 increase wages by 2%.
6. New contract duration: July 1, 2025-June 30, 2027.

By their signatures below the parties bind their respective organizations.

WILL E. MARY
FOR THE CITY

5-13-24
DATE

W. Shawn Kearney N.A.G.E.
FOR THE UNION

05/10/2024
DATE



City Council

SCHEDULED

Meeting: 06/03/24 07:00 PM
Initiator: Ciara Hanlon
Sponsors: Mayor Domenic J. Sarno
DOC ID: 8044

14

Springfield Community Choice Power Supply Aggregation Plan (Mayor Sarno)

WHEREAS, The Commonwealth of Massachusetts, by enacting Chapter 164 of the Acts of 1997, has established a competitive marketplace through deregulation and restructuring of the electric utility industry, including in Section 134 the enabling of municipal aggregation; and

WHEREAS, Municipal Aggregation is a Massachusetts process that allows local communities to assume the responsibility of contracting the supply source of electricity that flows to rate payers in their municipality; and

WHEREAS, local control allows the municipality to prioritize longer-term energy agreements to stabilize the supply side of electricity rates for rate payers in the community and to negotiate the amount of renewable energy sources that are being supported through the contract; and

WHEREAS, Springfield has committed to reducing greenhouse gas emissions and improving energy efficiency and energy equity through the adoption of the Springfield Climate Action and Resilience Plan in 2017; and

WHEREAS, the residents and businesses of Springfield have substantial economic, environmental and social interests at stake; and

WHEREAS, the City of Springfield's Aggregation Plan was available for public review and comment from April 24, 2024 to May 31, 2024 and all comments were collected; and

WHEREAS, the City is required to file the plan to the Department of Energy Resources and Department of Public Utilities for review and approval before selecting a supplier;

NOW, THEREFORE BE IT ORDERED that the Springfield City Council hereby approves City's Community Choice Power Supply Program Aggregation Plan.

City of Springfield Community Choice Power Supply Program Aggregation Plan



CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY
COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The City of Springfield (“City”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the City’s Plan. The Plan has been developed in consultation with a municipal aggregation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of the Community Choice Power Supply Program, previously publicized as the Green Municipal Aggregation Program, is to allow the City to procure competitive electric supply on behalf of residents and businesses to provide cost savings and price stability. It seeks to aggregate consumers in the City to negotiate rates for power supply by bringing together the buying power of more than 155,000 consumers. Furthermore, the City seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured in support of the City’s Climate Action and Resilience Plan. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Vote on Plan by City Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Mayor
- 1.9 Notification of Enrollment for Eligible Consumers¹
- 1.10 Beginning of Opt-Out Period (37 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

¹ The term “eligible consumers” is equivalent in meaning to “eligible customers” as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017). This includes (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with Competitive Suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. This excludes (1) Basic Service customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product that prohibits switching to a Competitive Supplier; and (3) customers receiving competitive supply service.

2 SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The City offers one program to achieve its goals: Springfield's Community Choice Power Supply Program ("Program").

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts, however, savings cannot be guaranteed. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the City develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the City's Consultant, it must be submitted to the Mayor for approval. And lastly, eligible consumers will be automatically enrolled in the Program unless they exercise their right to opt-out. Eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the City's Program. No eligible consumer is required to receive service under the City's contract. [See Section 5.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The City's government is composed of a Mayor and a thirteen person City Council. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in November.

The City Council is composed of thirteen members elected for two year terms. Regular meetings are held on the first and third Monday evenings of each month at 7:00 P.M. at City Hall, unless otherwise ordered by the City Council President. They may also hold other meetings from time to time. The Mayor acts as the City's Chief Executive and the City Council as the Legislative Body, both responsible for the general welfare of the community. Specific powers and responsibilities of the City Council are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the City's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the City Council who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the City's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the City may participate in the City's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, Eversource Energy ("Eversource", formerly WMECo). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the City may also communicate directly with the Competitive Supplier or the Consultant retained by the City to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the City Council.

2.2.2 Level Two: Mayor

Based upon their existing authority or authority provided by voters at City elections, the Mayor may act on program and policy issues and contract recommendations. The Mayor may review and submit a plan to City Council for approval. In addition, they may provide instructions to the City's Consultant regarding specific policy or program decisions to be made under the Program.

2.2.3 Level Three: City Council

Based upon its existing authority or authority provided by voters at City elections, the City Council may approve of a plan proposed by the Mayor. It may also raise issues directed to it by consumers for the City to address.

2.2.4 Level Four: Consultant

As the City's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the City through the Mayor. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Mayor. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the City and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Mayor, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out; and
- provide full public accountability to participating consumers.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the City's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The City intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Eversource, preparation of reports,

as directed, and routine updates and attendance at meetings with the Mayor and City Council.

The Program has been developed on behalf of the City by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Mayor and City Council. The terms and conditions of any contract may be subject to review by the City Solicitor, as well as by any outside legal counsel which may be selected by the City, and may be further subject to the City Solicitor's approval as to legal form.

3 PRODUCT OFFERINGS

The City will solicit bids for power supply from Competitive Suppliers that (1) meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation and (2) provide additional Renewable Energy Certificates (RECs). The City may seek RECs, at varying percentages, from a variety of both local and national renewable sources, including but not limited to wind, solar, hydro and geothermal power.

The City will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The City will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

3.1 STANDARD PRODUCT

All eligible consumers will be enrolled in the City's standard product unless they affirmatively opt-out of the Program. The City's standard product may incorporate RECs beyond the required minimum Massachusetts RPS obligation. The City will evaluate bids and select a standard product that addresses the City's objectives with respect to price and renewable energy content at the time of such decision.

3.2 OPTIONAL PRODUCT

The City may also offer one or more optional products. Eligible consumers will only be enrolled in a City's optional product if they affirmatively select it. The City's optional products may, but shall not be required to, incorporate RECs beyond the required minimum Massachusetts RPS obligation. Products with a higher percentage of renewable energy are typically available at an additional incremental cost and will provide consumers with alternative choices in terms of the balance of price and environmental benefit.

4 FUNDING

Initial funding for the City's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001 per kWh fee that will be paid by the Competitive Supplier to the Consultant ("Consultant Fee"). The Consultant Fee will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

5 ACTIVATION AND TERMINATION

5.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the City, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Mayor
- c) Signing of ESA by Mayor
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Eversource
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

5.1.1 Approval of Plan by Department

The City, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

5.1.2 Acceptance of ESAs by Mayor

All contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the Mayor. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

5.1.3 Signing of ESA by Mayor

With the signing of the contract by the Mayor, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the City, except for those eligible consumers who affirmatively opt-out of the Program.

5.1.4 Consumer Education and Notification of Enrollment for Eligible Consumers

The City has developed an Education and Outreach Plan (“Education Plan”) describing the outreach strategies and efforts it will undertake to inform eligible consumers about the Program and their right to opt-out. The City’s Education Plan is available on the Program website (<https://colonialpowergroup.com/springfield/>).

Following approval of the contract by the City, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. Eversource will provide the Competitive Supplier and the Consultant with a list of eligible consumers. Eversource will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that only eligible consumers are enrolled. Only current eligible consumers will be sent opt-out notices. The City may also generally notify all consumers receiving competitive service of their eligibility to receive power from the City’s Competitive Supplier. In doing so, the City will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the City’s Program during a competitive supply contract term. No later than ten days prior to the date of issuance, the City shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the City’s Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an “enroll customer” transaction to Eversource in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the City;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in City Hall and on City’s website.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the City's contract compared to the price and terms of Eversource's Basic Service;
- explain the opt-out process;
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier; and
- inform eligible consumers that savings cannot be guaranteed.

When a new eligible consumer first moves to the City, the eligible consumer will not be assigned to the City's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the City by the requesting electronic transmittals on a quarterly basis from Eversource, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between City and Competitive Supplier
Day 2	Competitive Supplier notifies Eversource to prepare City eligible consumer data
Day 3	Competitive Supplier begins EDI testing with Eversource
Day 14	Competitive Supplier receives eligible consumer data from Eversource
Day 18	Consultant and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 21	Eligible consumers receive opt-out notice; opt-out period begins
Day 21-51	Eligible consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with Eversource
Day 51	Deadline for eligible consumers to postmark opt-out reply card to avoid automatic enrollment
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Earliest date Competitive Supplier can send EDI enrollments for participating consumers

The timing of enrollments will ensure that eligible consumers have a full 30 days to opt-out, plus an additional six days to account for mailing (i.e. three days for the opt-out notice to be delivered to the eligible consumer and three days for the opt-out reply card to be delivered to the Competitive Supplier through the mail). Accordingly, the opt-out period ends 36 days after mailing the opt-out notice. Participating consumers are enrolled with the Competitive Supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 37 days after mailing the opt-out notice and two full business days before the meter read. An eligible consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable.

Our Consultant's experience with previous aggregation programs suggests that the City, Competitive Supplier and Eversource need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, as amended or superseded from time to time.

5.1.5 Notification of Eversource

Along with notification of eligible consumers, the City shall notify the selected Competitive Supplier and Eversource to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the City notification, the selected Competitive Supplier may notify Eversource to begin preparation of the administrative process.

5.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to Eversource's Basic Service should provide notice to the Competitive Supplier and/or Eversource five or more business days before the next scheduled meter read date. Pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, participating residential consumers will be transferred to Eversource's Basic Service in two business days if they directly notify Eversource of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies Eversource of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to

Eversource no fewer than two business days prior to the meter read date. There shall be no charge for returning to Eversource's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the City and the Competitive Supplier and included in the terms of the contract presented to the City Council, the Mayor, and made part of the public information offered to each eligible consumer. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to re-enroll will be enrolled pursuant to Eversource's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 5, as amended or superseded from time to time. [See Section 8 for further information.]

5.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: Eversource will identify all eligible consumers as defined by the Department in Municipal Aggregation Programs, D.P.U. 16-10, at 19 (2017).
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with Eversource's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: Eversource shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

5.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Mayor and City Council to dissolve the Program.

Each participating consumer receiving service under the City's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to Eversource's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with Eversource using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

6 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The City's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the City's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Mayor is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The City will not use on-bill messaging or bill inserts. However, Eversource may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with Eversource using established EDI protocols.

The City will notify Eversource of the planned termination or extension of the Program. In particular, the City will provide Eversource notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

With respect to a planned termination of the Program, the City will also notify the Director of the Department's Consumer Division at the same time it notifies Eversource (i.e., 90 days prior). Such notification to the Department will include copies of all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's termination and return of participating consumers to Eversource's Basic Service.

7 RATE SETTING, COSTS, AND BILLING

The City will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

Eversource shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

7.1 RATE SETTING

Under Department orders, Eversource assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the City, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 7.3 for an example of a typical residential bill.]

The focus of the City, as noted above, will be acquisition of competitive prices and terms for power supply, however, savings cannot be guaranteed. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by Eversource's tariffs. The terms and conditions of service may also vary among rate classifications.

Any applicable taxes will be billed as part of the Program's power supply charge. Participating consumers are responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation to the Competitive Supplier.

The City will ensure participating consumers are alerted to any changes in Program price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: a direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), the City's website and the Program website; press releases and local cable television shows; and presentations to the City Council. In addition, notices will be placed in newspapers, in City Hall and in public buildings (i.e. library, Senior Center, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s)(including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program's standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative

product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program's standard product.

If there is a change in law² that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the City will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the City will notify participating consumers of the change in price as described above.

Additionally, the City will notify the Director of the Department's Consumer Division prior to the implementation of any change in the Program price related to a change in law (e.g., regulatory event or new taxes). Such notification to the Department will occur no less than ten days prior to the City notifying participating consumers and will include copies of the mailed notice, all public notices, press releases, City Hall and website postings and any other communications the City intends to provide consumers regarding the Program's change in price.

In the event an ESA is terminated as the result of a dispute over a change in law, the City will follow the procedures for termination of the Program. [See Section 5.2 and Section 6 for detailed information on the termination process.]

7.2 COSTS

The Program funding will be derived from a \$0.001 per kWh Consultant Fee payable by the Competitive Supplier to the Consultant.

In addition, the City may fund personnel costs associated with a Sustainability Coordinator position(s) to support the operation of its Aggregation Program, through an Operational Adder equivalent of up to \$0.001 per kWh, payable by the Competitive Supplier to the City.

7.3 BILLING

Participating consumer billing under the City's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from Eversource that incorporates the power supply charge and Eversource's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

² The term "change in law" defines the terms "Regulatory Event" and "New Taxes" as those terms are used in Article 17 of the ESA.

The typical residential “complete bill” for use of 600 kWh shows the following charges for Eversource’s Basic Service in January 2023:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	\$0.21991	\$ 131.95
Total Supplier Services		\$ 131.95
Delivery Services Detail (Rate: R1 Residential)		
Customer Charge		\$ 10.00
Distribution Energy Charge	\$0.05243	\$ 31.46
Transition Charge	(\$0.00411)	(\$ 2.47)
Transmission Charge	\$0.03812	\$ 22.87
Residential Assistance Adjustment Clause	\$0.01376	\$ 8.26
Pension/PBOP Adjustment Mechanism	(\$0.00091)	(\$ 0.55)
Basic Service Cost Adjustment	\$0.00318	\$ 1.91
Net Metering Recovery Surcharge	\$0.00750	\$ 4.50
Solar Program Cost Adjustment	(\$0.00005)	(\$ 0.03)
Renewable Energy Charge	\$0.00050	\$ 0.30
Energy Efficiency Program Charge	\$0.02233	\$ 13.40
Attorney General Consultant Expense	\$0.00003	\$ 0.02
Storm Recovery Reserve Cost Adjustment	\$0.00312	\$ 1.87
Exogenous Cost Adjustment	\$0.00100	\$ 0.60
Revenue Decoupling Adjustment	\$0.00304	\$ 1.82
Long-Term Renewable Contract Adjustment	(\$0.00306)	(\$ 1.84)
Vegetation Management Charge	\$0.00140	\$ 0.84
Solar Expansion Cost Recovery Charge	(\$0.00039)	(\$ 0.23)
Grid Modernization Factor Charge	\$0.00186	\$ 1.12
Tax Act Credit Factor Charge	(\$0.00161)	(\$ 0.97)
Distributed Solar Charge	\$0.00469	\$ 2.81
Advanced Meter Infrastructure Charge	\$0.00318	\$ 1.91
Total Delivery Services		\$ 97.61
Average Bill Total		\$ 229.56

Sources:

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-delivery-rates>

Accessed: January 1, 2023

8 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the City’s Program this will mean that all existing consumers within the borders of the City and all new consumers in the City shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the City’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

Service under the City’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the City shall be transferred to the Program unless they have affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New eligible consumers shall be enrolled in the Program unless they have affirmatively opted-out of the Program. New eligible consumers will retain the right to opt-out any time after the commencement of Program service.

Eligible consumers who have previously opted out of the Program, with the exception of large industrial consumers, may request that they be re-enrolled in the Program. The City’s Competitive Supplier will re-enroll such eligible consumers at the then-current Program rate.

Consumers being served under competitive service, with the exception of large industrial consumers, may affirmatively opt-in and request that they be enrolled in the Program. The City's Competitive Supplier will enroll such consumers at the then-current Program rate.

Large industrial consumers who have previously opted out of the Program or are being served under competitive supply may request to join the Program. Given the high monthly usage of such consumers, enrollment may be at the then-current market price.

The enrollment procedures are summarized as follows:

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	- Will be mailed an opt-out notice with a respond by date - Will be automatically enrolled unless they exercise their right to opt-out - Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice			
New Eligible Consumers after Program Launch	- Will be initially placed on Basic Service - Will be mailed an opt-out notice with a respond by date - Will be automatically enrolled unless they exercise their right to opt-out - Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice - May request enrollment at any time after becoming eligible			May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	May request re-enrollment at any time			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	May request enrollment at any time			

The pricing procedures are summarized as follows:

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	Program rate for standard product			
New Eligible Consumers after Program Launch	Program rate for standard product			Then-current market price for product selected

Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• Program rate for product selected	• Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• Program rate for product selected	• Then-current market price for product selected

9 **EQUITABLE TREATMENT OF RATEPAYERS**

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the City's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. Rather, rate classifications that are similarly situated will be treated equitably. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

10 **RELIABILITY**

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to Eversource's regulated transmission and distribution services; and
- direct discussions with Eversource concerning specific or general problems related to quality and reliability of transmission and distribution service in the City.

11 **INFORMATION DISCLOSURE**

The City will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the City has requested a waiver from the

requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means, including press releases, postings at City Hall, and postings on the City's website and the Program website. Based upon information available to it, the City and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

12 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

12.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the City's Program.

12.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

13 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

13.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits. However, savings cannot be guaranteed.

13.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Mayor and City Council.

13.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

14 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The City shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.



CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM

EDUCATION AND OUTREACH PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

1 OVERVIEW AND PURPOSE

M.G.L. c. 164, § 134(a) requires that municipal aggregators “fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty.”

The Education and Outreach Plan (“Education Plan”) component of the City of Springfield’s (“City”) Community Choice Power Supply Program (“Program”), previously publicized as the Green Municipal Aggregation Program, is two-pronged. The first is general education through which the City, with the assistance of its municipal aggregation consultant, will provide information to eligible consumers by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

The purpose of the City’s Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

- a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
- b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key 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 City, its Competitive Supplier, and its initial municipal aggregation consultant, Colonial Power Group, Inc. (CPG). 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 release;
- b) background information;
- c) deregulation and choice information; and
- d) frequently asked questions.

1.1.2 Media Outreach

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

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

Sample Media List:

- a) The Republican
- b) The Reminder
- c) MassLive.com
- d) WGGB
- e) WWLP
- f) Local Cable TV – Channels 12, 15 and 17 Focus Springfield Community Access TV
- g) New England Public Media
- h) Local Radio Stations – Rock102, WAMC, WHYN, WMAS

1.1.3 Notices and Public Postings

Notices in newspapers and in City Hall 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. central and branch libraries, Senior Center, community centers, neighborhood councils and civic associations, 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

CPG 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. CPG’s customer service center has the capability to provide interpretation services for more than 200 different languages.

1.1.5 Website

All information regarding the Program will be posted on the Program website maintained by the municipal aggregation consultant (<https://colonialpowergroup.com/springfield/>), which is linked to the City’s website.

The Program website will note if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder. The Program website will have links to Eversource Energy, formerly WMECo (“Local Distributor”), the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (“Department”), and the City’s Competitive Supplier.

The Program website may include a Frequently Asked Questions document (FAQs) developed by CPG that will lay out anticipated questions and responses in plain language that is easily understandable by the general public. This document will be updated as needed based on questions received by the City and CPG.

At a minimum, the City will provide basic information about the Program in a prominent location on its website with the appropriate links to the Program website. All of the City’s Program documents (including the Department-approved Aggregation Plan, Education Plan, opt-

out notification and executed Electric Service Agreement) and education materials will remain available and updated on the Program website.

1.1.6 Translation Services

CPG's website is equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The City will retain any additional translation services as it determines to be necessary or appropriate for eligible consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well".

1.1.7 Public Presentations

CPG will provide a minimum of three (3) city-wide, in-person, public presentations that are open and available to the general public. Presentations will be held at night and/or on weekends to ensure maximum public participation. Presentations will be conducted in varied geographic locations throughout the City in publicly available spaces that are handicapped accessible and on public transportation routes. Locations, times and dates will be determined in collaboration with relevant city officials.

CPG will attend public presentations to the City Council, including any necessary sub-committee presentations and any presentations to the City Council as a whole.

CPG will provide public presentations to any interested community group. The City will seek to identify and potentially work with appropriate community and neighborhood-based groups to assist with education and outreach efforts. The City will seek to leverage existing email lists and newsletters to ensure consumers are receiving accurate and timely information.

Sample Community Groups:

- a) Springfield Elder Affairs/Council on Aging
- b) Springfield Veteran Services
- c) Springfield Neighborhood Councils and Civic Associations
- d) Springfield Regional Chamber of Commerce
- e) Climate Justice Initiative through Livewell Springfield and the Public Health Institute of Western Massachusetts
- f) Springfield Food Policy Council through Gardening for the Community
- g) Livewell Springfield Coalition through the Public Health Institute of Western Massachusetts

1.1.8 Impaired Physical Capabilities

The City will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Information sessions will be held in accessible locations, typically City Hall, the Senior Center or the library. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or

otherwise visually impaired) will have the opportunity to request assistive technology ahead of any such public presentation. In the event that information sessions cannot be held in-person, the presentations will be held online and, as such, will be accessible to consumers with limited mobility.

The opt-out notification will include a separate Language Access Document which will provide instructions regarding how consumers can receive visual or audial assistance with Program information.

1.1.9 Information Disclosure

The City will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the City has requested a waiver from the requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means, including press releases, postings at City Hall, and postings on the City's website and the Program website. Based upon information available to it, the City and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

1.1.10 Ongoing Education and Outreach

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the City will notify consumers using the following methods: direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), City website and Program website; press releases and local cable television shows; and presentations to the City Council, to the general public at locations throughout the community, and to any interested community group (i.e. Elder Affairs/Council on Aging, etc.). In addition, notices will be placed in newspapers, in City Hall and in public buildings (i.e. central and branch libraries, Senior Center, community centers, neighborhood councils and civic associations, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s) (including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

To assist consumers with limited English proficiency and consumers who require visual or audial assistance, the City will leverage many of the same vehicles that were utilized prior to and during the launch of the Program, which will ensure participating consumers are alerted to any changes in Program price and product offering. CPG's website is equipped with translation services for more than 100 languages. CPG's customer service center has the capability to provide interpretation services for more than 200 different languages. The Language Access Document that accompanies the opt-out notification will include meaningful messaging translated into 26 languages as well as the MassRelay TTY phone number for both English- and Spanish-speaking consumers. Lastly, customer support will be available both verbally via CPG's toll-free telephone number and online via CPG's web form.

In the event the Program is terminated, the City will follow the procedures outlined in the Department-approved Aggregation Plan for notifying participating consumers, the Local Distributor and the Director of the Department's Consumer Division.

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 receiving 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:

- a) introduce and describe the Program and provide information regarding participation and rights;
- b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
- c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service, and that savings cannot be guaranteed;
- d) inform eligible consumers if the City has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
- e) explain the opt-out process;
- f) inform eligible consumers if the City has chosen to offer an optional product and explain the opt-in process;
- g) include instructions for consumers who are hard-to-reach, English is not their primary language or self-identify as speaking English "less than very well" (i.e. toll-free telephone number), or require visual or audial assistance; and
- h) provide eligible consumers information on how to access any public informational resources and provide contact information for the call center and/or appropriate entity that eligible consumers can contact with questions.

The opt-out notification will also contain a product summary form and a reply 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 receipt of the mailing to postmark and return the opt-out reply card in the pre-addressed envelope provided. Program enrollments shall begin no sooner than 37 days after the mailing of the opt-out notification.

Upon initiation of service, new eligible consumers (i.e. consumers who move to City after Program initiation) will receive the same opt-out information as all other eligible consumers. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules.

At least 30 days prior to the effective date of a new supply contract term, participating consumers will receive a mailed notification informing them of the change. Participating consumers who are (i) enrolled in the Program's standard product or (ii) enrolled in an optional product that will be offered again in the new contract, will be notified that they will be re-enrolled in the same product offering unless they affirmatively opt-out or enroll in an alternative product. Participating consumers enrolled in a Program optional product that (i) will not be offered under the new contract or (ii) no longer conforms to the product offering as originally described, will be invited to select from one of the new product offerings or to opt-out. Any such consumer that does not make a selection or does not opt-out will be enrolled in the Program's standard product.

1.2.2 Limited English Proficiency

The languages spoken by City residents who self-identify as speaking English "less than very well" is presented below. The table assumes a total population of 143,060.

Language	Speaks English "Less Than Very Well"	% of Total Population
Spanish	18,053	12.62%
French	116	0.08%
French Creole	204	0.14%
Italian	267	0.19%
Portuguese	262	0.18%
German	52	0.04%
Greek	12	0.01%
Scandinavian	71	0.05%
Greek	330	0.23%
Russian	184	0.13%
Other Slavic	28	0.02%
Persian	112	0.08%
Gujarati	12	0.01%

Hindi	13	0.01%
Urdu	24	0.02%
Other Indic	46	0.03%
Other Indo-Euro	61	0.04%
Chinese	288	0.20%
Japanese	9	0.01%
Cambodian	26	0.02%
Hmong	55	0.04%
Thai	11	0.01%
Laotian	15	0.01%
Vietnamese	1,074	0.75%
Other Asian	92	0.06%
Tagalog	38	0.03%
Other Pacific Island	7	0.00%
Arabic	92	0.06%
Hebrew	21	0.01%
African	221	0.15%
Other Unspecified	104	0.07%
Total	21,900	15.30%

Program: 2015 American Community Survey

Source:

<https://data.census.gov/table?q=b16001&g=060XX00US2501367000>

The opt-out notification will include a separate Language Access Document to ensure that the mailing is meaningful to all consumers with limited English proficiency and other language access needs. The required Language Access Document will translate the following text into 26 languages.

Important notice enclosed from City of Springfield about your electricity service.
Translate the notice immediately. Call the number or visit the website, above, for help.

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

- Day 0: Press conference held announcing the Program and introducing the Competitive Supplier
- Day 1: Customer service center (i.e. toll-free telephone number) opens
- Day 1: Press release issued on direct mail notification and start-up of the customer service center
- Day 1: Program information posted on the following websites: CPG, City, and Competitive Supplier
- Day 1-7: Postings placed in public buildings
- Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights
- Day 1-40: Media interviews conducted with Program representatives, as needed
- Day 10: Direct mail notification sent to each eligible consumer
- Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
- Day 13: Eligible consumers receive opt-out notification; opt-out period begins
- Day 13-43: Eligible consumers wishing to opt-out return reply card in pre-paid envelope
- Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
- Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
- Day 43: Deadline for eligible consumers to postmark the opt-out reply card
- Day 47: Earliest date Program enrollments may begin for eligible consumers who do not opt-out
- Day 47+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
- Day 90+: Follow-up news releases issued summarizing the Program's status

3 BUDGET

Notification Method	Responsible Party	Estimated Cost
Direct Mailing	Competitive Supplier	\$145,000
Press Conference	CPG	\$500
Television Media	CPG	\$500
Newspaper Media	CPG	\$7,500
Electronic Communications	CPG	-----
Public Presentations	CPG	-----

CITY OF SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM

IMPLEMENTATION SCHEDULE

PREPARED BY
COLONIAL POWER GROUP, INC.

ESA Executed with Competitive Supplier:	October 1, 2024
Competitive Supplier Receives Eversource Eligible Consumer Data:	October 3, 2024
Submission of ESA to Department, et al.:	October 3, 2024
Press Conference Introducing Competitive Supplier:	October 4, 2024
Customer Service Center Start-Up:	October 5, 2024
Websites Updated (i.e. CPG, City, Competitive Supplier):	October 8, 2024
Postings Placed in Public Buildings (i.e. City Hall, etc):	October 8, 2024
Notifications Mailed to Eligible Consumers:	October 8, 2024
Problem Addresses Corrected and Notifications Mailed:	ASAP
New Consumer Addresses Received and Notifications Mailed:	ASAP
Display Ads Placed in Newspapers and PSAs Air on Cable:	October 8 – November 8, 2024
Opt-Out Deadline Reached for Eligible Consumers:	November 15, 2024
Final Opt-Outs Removed from Participating Consumer File:	November 16-17, 2024
Transfer of Participating Consumers to Competitive Supplier:	November 17-20, 2024
Service Started with Competitive Supplier:	December 1, 2024

Implementation Schedule is for representative purposes only.
Dates are subject to change based on receipt of necessary approvals.



THE CITY OF SPRINGFIELD’S
COMMUNITY CHOICE POWER SUPPLY PROGRAM
CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear Springfield Basic Service Consumer:

The City of Springfield is pleased to announce that _____ has been selected as the supplier for its Community Choice Power Supply Program (“Program”). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to Eversource Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. Eversource will continue to deliver your electricity but Springfield has chosen the supplier for the Program. _____ will provide electric power supply for all consumers currently on Basic Service in Springfield. This letter is intended to tell you about this Program for electric power supply. In accordance with state law it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM UNLESS YOU CHOOSE NOT TO PARTICIPATE AND OPT-OUT.**
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRICITY SERVICE. The only difference you will see is that _____ will be printed under the “Supplier Services” section of your monthly bill. You will continue to receive one bill from Eversource. You will continue to send your payments to Eversource for processing. Eversource will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

COMPARATIVE RATES AND TERMS

	Springfield’s Program* (Supplier Services Only)		Eversource (Supplier Services Only)
	STANDARD (default)	OPTIONAL	BASIC SERVICE
Rate			
Residential	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Small C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Medium & Large C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Streetlight	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Renewable Energy Content	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
Duration	_____ 2024 – _____ 2024 [Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]		_____ 2024 – _____ 2024 [Residential, Small C&I and Streetlight rates change every 6 months. Medium & Large C&I rate changes every 3 months.]
Exit Terms	NO CHARGE		May receive a reconciliation charge or credit [Large C&I only]

*Rate includes Consultant Fee of \$0.001 per kWh to facilitate Springfield’s Community Choice Power Supply Program.
*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with a Sustainability Coordinator position.
*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

IMPORTANT INFORMATION

- At Program launch, the aggregation rate is lower than Eversource’s Basic Service rate. The aggregation rate is fixed for __ months (_____ 2024 to _____ 2024) while Eversource’s Basic Service rate changes twice a year, in January and July. As a result, the aggregation rate will not always be lower than Eversource’s Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against Eversource’s Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO CHARGE TO OPT-OUT** of the Program and return to Eversource Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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

ALL BASIC SERVICE CONSUMERS who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in _____ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

WATCH YOUR EVERSOURCE BILL FOR FURTHER NOTIFICATION of the Program.

- Your _____ bill will state that you are being switched to Springfield’s Program.
- Your _____ bill will show Springfield’s supplier and aggregation rate under “Supplier Services”.

BUDGET PLAN OR ELIGIBLE LOW-INCOME RATE CONSUMERS will continue to receive those benefits from Eversource.

SOLAR PANEL AND COMMUNITY SOLAR CONSUMERS will continue to receive net metering or on-bill credits while receiving electricity supply under the Program and the value of these credits will not be altered by participating in the Program.

ANY APPLICABLE TAXES WILL BE BILLED as part of the Program’s power supply charge. You will be responsible for identifying and requesting an exemption from the collection of taxes by providing appropriate documentation.

TAX EXEMPT SMALL BUSINESS CONSUMERS must send or fax a copy of their Energy Exemption Certificate directly to _____ (Supplier) at _____ (Supplier address/fax) in order to maintain their tax exempt status.

IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION THROUGH EVERSOURCE your participation in this Program will not affect your participation in that Green Power Supply.

IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM you may: 1) Opt-out and continue paying Eversource’s Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

HOW TO OPT-OUT

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit www.colonialpowergroup.com/springfield/ and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call _____ at _____ and ask to remain on Eversource Basic Service.

ANY TIME AFTER ENROLLMENT you can still opt-out with NO CHARGE. It may take a couple of billing cycles before you are back on Eversource Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at www.colonialpowergroup.com/springfield/ **OR** call _____ at _____ and ask to be placed on Eversource Basic Service.

TO CHOOSE A PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY you may call _____ at _____ and ask to be enrolled in Springfield’s Optional Product.

[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

FOR MORE DETAILED INFORMATION regarding Springfield’s Program, please visit www.colonialpowergroup.com/springfield/ or call us toll-free at (866) 485-5858. To learn more about _____ please visit www..

TO ACCESS EVERSOURCE’S BASIC SERVICE RATES please visit:

- Residential Rates – <https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.
- Business Rates – <https://www.eversource.com/content/business/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.

Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the City of Springfield to facilitate the Community Choice Power Supply Program.

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

**SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER NOTIFICATION LETTER ENVELOPE**

OFFICIAL CITY BUSINESS



City of Springfield
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

John Smith
1 Main Street
Springfield, MA 01103

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. XXX

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

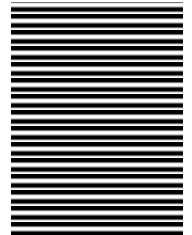
**SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE**

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

CITY OF SPRINGFIELD
c/o COMPETITIVE SUPPLIER
1 SUPPLIER STREET
SUPPLIER, MA 00000



**SPRINGFIELD COMMUNITY CHOICE POWER SUPPLY PROGRAM
OPT-OUT REPLY CARD**

John Smith
1 Main Street
Springfield, MA 01103

Account No: #####

If you want to participate in the Springfield Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions

If you do not want to participate:

- 1) Sign and date
- 2) Place in envelope provided
- 3) Drop in the mail

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by _____ to opt-out of the Program before being automatically cancelled.**

X

Signature

Date



**THE CITY OF SPRINGFIELD'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



TTY (800) 720-3480 / Español (866) 930-9252



colonialpowergroup.com/springfield

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

SPANISH/ESPAÑOL Incluye notificación importante del City of Springfield sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	POLISH/POLSKI Załączono ważną informację od City of Springfield na tem usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyżs witrynę, aby uzyskać pomoc.
PORTUGUESE/PORTUGUÊS Aviso importante incluído da City of Springfield sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.	NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे City of Springfield संलग्न गरिएको महत्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवाद गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।
CHINESE (SIMPLIFIED)/ 中文 随函附上来自 City of Springfield 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。	MARATHI/मराठी आपल्या विद्युत सेवेसंबंधी City of Springfield महत्वाची सूचना संलग्न केली आहे. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.
CHINESE (TRADITIONAL)/ 中文 随附 City of Springfield 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。	YORUBA/YORÙBÁ Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ̀ City of Springfield nípa ìṣẹ̀ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pẹ̀ nọ́nb náà tàbí kànsí ayélujára, lókè, fún ìrànlowọ̀.
HAITIAN/KREYÒL Ou gen yon notifikasyon enpòtan de City of Springfield sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.	IGBO/NDI IGBO Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka City of Springfield. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.
VIETNAMESE/TIẾNG VIỆT Đính kèm thông báo quan trọng từ City of Springfield về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.	AMHARIC/አማርኛ የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ City of Springfield እንደ ዓባሪ ተያይዟል፡፡ ማስታወቂያውን በአስቸኳይ ያስተርጉሙት፡፡ እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ፡፡

RUSSIAN/РУССКИЙ Прилагается важное уведомление от City of Springfield о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.	SOMALI/SOOMAALI Oageysiis muhiim oo ka yimid City of Springfield kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.
ARABIC/عربي مرفق إخطار مهم من City of Springfield عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.	JAPANESE/傔劦铂 「電気供給サービスに関する City of Springfield から的重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」
KHMER/ខ្មែរ សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង City of Springfield គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។	GUJARATI/ગુજરાતી તમારી વીજળી સેવા અંગે City of Springfield તરફથી મહત્વપૂર્ણ સૂચના બિડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર ફોન કરો અથવા વેબસાઇટની મુલાકાત લો.
FRENCH/FRANÇAIS Avis important de City of Springfield concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.	SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka City of Springfield kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliy hapo juu ili upate usaidizi.
ITALIAN/ITALIANO Comunicazione importante in allegato della City of Springfield riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.	HINDI/हिंदी आपकी बिजली सेवा के बारे में City of Springfield से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करें। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।
KOREAN/한국어 귀하의 전기 서비스와 관련하여 City of Springfield 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.	THAI/ไทย ประกาศสำคัญที่แนบมาจาก City of Springfield เกี่ยวกับการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ
GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από την City of Springfield που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.	LAO/ລາວ ແຈ້ງການສໍາຄັນທີ່ຕິດຄັດມາຈາກ City of Springfield ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສໍາລັບຄວາມຊ່ວຍເຫຼືອ.



THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

ELECTRIC SUPPLY PROGRAM SUMMARY STANDARD PRODUCT

You will receive an electric supply product through THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, EVERSOURCE, will continue to deliver the electricity you use to your home or business.

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or City otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The City will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	If you received this form as part of an automatic enrollment notification, you have until the respond by date indicated to opt-out and not be enrolled. You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	Eversource will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource at (877) 659-6326, or by visiting its website at eversource.com .

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at energyswitchma.gov.



THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

ELECTRIC SUPPLY PROGRAM SUMMARY OPTIONAL PRODUCT

You will receive an electric supply product through THE CITY OF SPRINGFIELD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM. Your electric utility, EVERSOURCE, will continue to deliver the electricity you use to your home or business.

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or City otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The City will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	Eversource will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact Eversource at (877) 659-6326, or by visiting its website at eversource.com .

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at energyswitchma.gov.

ELECTRIC SERVICE AGREEMENT

BETWEEN

[Retail Electric Supplier's Full Legal Name]

AND

**CITY OF SPRINGFIELD
on Behalf of the Consumers of
its Community Choice Power Supply Program**

This Electric Service Agreement ("ESA") is entered into as of **[date]** ("Effective Date") by and between ***[Retail Electric Supplier's Full Legal Name]***, a _____ [corporation, limited liability company] ("Competitive Supplier"), and the **City of Springfield**, located at 36 Court Street, Springfield, MA 01103 (the "Aggregator").

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which, *inter alia*, (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; and

WHEREAS, the Aggregator has developed a Community Choice Power Supply Program ("Program") to aggregate the electricity usage of consumers located within the geographic boundaries of the City of Springfield (the "Municipality") and to negotiate competitive rates for the supply of electricity for such consumers; and

WHEREAS, the Aggregator received approval of its Plan from the Massachusetts Department of Public Utilities (the "Department") on **[date]** in D.P.U. 23-XX, as may be amended from time to time (the "Plan"); and

WHEREAS, the Aggregator may offer more than one Product under the Plan, and {remove if not applicable}, the Plan allows the Aggregator to include an Operational Adder in Program Retail Prices {remove if not applicable};

DRAFT

WHEREAS, Competitive Supplier desires to provide All-Requirements Power Supply as described in the products set forth in Appendix A to consumers located within the Municipality, pursuant to the terms and conditions of the Aggregator's Program, the Plan and this ESA; and

WHEREAS, the Aggregator desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative retail power supply option for consumers within the Municipality; and

NOW THEREFORE, IT IS AGREED THAT, the Aggregator 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 separately defined in the body of this ESA, including the Exhibits and Appendices hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 shall, however, be given their common and ordinary meanings when they appear without capitalization in the body of this ESA.

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, Renewable Energy Obligations, and other such services or products, including but not limited to any additional Renewable Energy Certificates, as specified in any Price and Term Appendix, necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

Bankruptcy – With respect to a Party, when 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.

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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.

Business Day – Any day between the period of 8:00 a.m. and ending at 5:00 p.m. Eastern Prevailing Time, except Saturday, Sunday and any day which is a legal holiday or a day on which federal banking institutions in Boston, Massachusetts are authorized by law to close.

Change in Law – As used herein, means any of the following:

- a) if, due to the issuance of an order, or adoption of, or change in, any applicable law, rule, or regulation, or in the interpretation of any applicable law, rule, or regulation, by any Governmental Authority with competent jurisdiction, including without limitation any amendment, modification or change in construction or interpretation of the Local Distributor's tariffs, (i) it becomes unlawful for a Party to perform any obligation under this ESA, or (ii) any Competitive Supplier or municipal aggregator or other similar license, certification or franchise status or requirements are imposed or altered in any material respect;
- b) if, (i) any regulatory agency or court having competent jurisdiction over this ESA or the Program requires a change or addition to the terms of this ESA or the Program rules or protocols that adversely affects a Party in any material respect, or (ii) any regulatory or court action affects a Party's ability to perform under this ESA in any material respect;
- c) if, any ad valorem, property, occupation, severance, transmission, distribution, generation, first use, conservation, Btu or energy, transmission, utility, gross receipts, privilege, sales, use, consumption, excise, lease, or transaction taxes or any other governmental taxes, charges, licenses, fees or assessments (other than such charges based on net income or net worth), or increases in such charges, or an application of such charges to a new or different class of parties, is levied or enacted, and thereafter becomes effective after the Effective Date of this ESA, that is applicable to the Competitive Supplier in its performance under this ESA; or
- d) if any new or additional charges, fees, and/or obligations, including without limitation transmission or capacity requirements or charges, are imposed on the Competitive Supplier in its performance of this ESA by (i) ISO-NE related to a FERC approved change to ISO-NE's Tariff or Market Rule 1 issued on or after the Effective Date, or (ii) any Governmental Authority or Local Distributor, excluding, however, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department, or any specifically identified category of pending, proposed, or anticipated new costs or credits defined in any Price and Term Appendix as being included in Retail Prices; or
- e) there are any other changes by any Governmental Authority or Local Distributor to retail electric customer supply access or municipal aggregation programs in a manner which directly increases the cost of performance by the Competitive Supplier under this ESA.

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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.

Consultant Fee – The dollar amount per kWh as set forth in any Price and Term Appendix.

Consumer Data – The identifying information of all Eligible Consumers and Participating Consumers made available to Competitive Supplier resulting from the execution of this ESA, including but not limited to Local Distributor account numbers, billing names, billing addresses, service addresses, telephone numbers, kWh usage, and ICAP Tag Values.

CPG – Colonial Power Group, Inc., the Aggregator’s current consultant and agent acting on behalf of Aggregator, which is responsible for fulfilling certain of Aggregator’s obligations in the ESA and the development, implementation, and administration of the Program consistent with the terms of the Plan and this ESA.

Delivery Term – The period for which prices for All-Requirements Power Supply have been established, as set forth in any Price and Term Appendix.

Delivery Term End Date – The ending month of a Delivery Term as set out in any Price and Term Appendix.

Delivery Term Start Date – The starting month of a Delivery Term as set out in any Price and Term Appendix.

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

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

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).

Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor’s distribution or transmission system, at one or more locations within the geographic boundaries of the Municipality. Eligible Consumers includes (1) consumers who have Basic Service and have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (2) consumers receiving Basic Service plus an optional Renewable Energy product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Consumers excludes (a) consumers who have Basic Service and have asked their Local Distributor to not enroll them in service with any competitive supplier; (b) consumers receiving Basic Service and enrolled in a Renewable Energy product that prohibits switching to a competitive supplier; and (c) consumers receiving competitive supply service.

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ESA – This Electric Service Agreement including without limitation, the appendices hereto, which are incorporated by reference, and any amendments thereto entered into by the Parties after the Effective Date.

Event of Default – shall have the meaning specified in Article 4.4.

FERC – The Federal Energy Regulatory Commission or any successor federal agency.

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; pandemics or 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 discretionary acts or failures to act, or orders of any kind by the Aggregator may not be asserted as an event of Force Majeure by the Aggregator; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

Forward Contract – shall have the meaning in 11 U.S.C. §101(25).

Forward Contract Merchant – shall have the meaning in 11 U.S.C. 101(26).

General Communications – The type of communications described and defined in Article 5.6.3 herein.

Governmental Authority – Any national, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Aggregator.

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.

ICAP Tag Value – A consumer account's contribution to peak load, expressed in kW-month, as determined by the Local Distributor pursuant to the ISO New England Manual for the Forward Capacity Market.

Initial Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that are Eligible Consumers as of the Effective Date.

ISO-NE – ISO New England, Inc., 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.

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

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Large Industrial – A consumer’s account that meets either of the following: (i) an ICAP Tag Value assigned by the Local Distributor of 100kW or higher, or (ii) projected usage of more than 500,000kWh/year.

Local Distributor – The local distribution utility(ies), or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

Low-Income Consumers – Residential Program Consumers who are designated by the Local Distributor to a low-income tariff (Example: Rate Class code “R-2”) in any specific billing period or cycle.

NEPOOL – The New England Power Pool.

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

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

Operational Adder – A volumetric fee expressed in \$/kWh, set out in any Price and Term Appendix if applicable, that may be assessed by the Plan and referenced in the recitals to this ESA that Aggregator may, at its sole discretion, direct the Competitive Supplier to (i) include in Retail Prices, and (ii) collect and remit to Aggregator any funds resulting from such fee pursuant to Article 18.10 of this ESA.

Participating Consumers – Eligible Consumers enrolled in the Program.

Parties – The Aggregator and Competitive Supplier, as the context requires. In the singular, “Party” shall refer to any one of the preceding.

Plan – The Plan developed by the Aggregator and approved by the Department, including any amendments thereto, to aggregate electricity consumers for the primary purpose of negotiating beneficial rates for the supply of electricity for such consumers pursuant to the Program.

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

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

Price and Term Appendix – The Price and Term Appendix substantially in the form of Appendix A hereto, which is then in effect under this ESA, and which amongst other terms sets forth the prices and terms for the provision of All-Requirements Power Supply for consumers in each Rate Class.

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Product – A unique All-Requirements Power Supply option offered to Eligible Consumers at a specific price and containing a specific combination of energy services and attributes unique from other products.

Program – The Community Choice Power Supply Program, under which, the Plan is described and implemented.

Rate Class – Consumer groupings consistent with definitions created by the Local Distributor and recognized by the Department.

Related Documents – As used herein, means any of the following: (i) any documents explicitly required by this ESA and executed by the Competitive Supplier, and (ii) any appendices to this ESA, including the Price and Term Appendix, and any subsequent appendices or addenda to this ESA agreed to and executed by the Parties.

Renewable Energy Certificates (“RECs”) – An instrument that identifies the relevant generation attributes of each MWh produced by a renewable generation unit. All such RECs will be created and recorded by the NEPOOL Generation Information System or the renewable energy certificate tracking system of the relevant ISO/RTO where such RECs are generated and retired, as applicable or be certified by a third party.

Renewable Energy Obligations – The total of all renewable energy commitments to Participating Consumers under this ESA including all Renewable Energy Standards obligations and any additional Voluntary Renewable Energy included in the optional Products, if applicable, as set out in any Price and Term Appendix.

Renewable Energy Standard(s) – Collectively, the Clean Energy Standard, the Renewable Energy Portfolio Standard, the Alternative Renewable Energy Portfolio Standard, and the Clean Peak Energy Standard, as may be defined by M.G.L. c. 21N, §§ 3(c), 3(d) and 7 (the Global Warming Solutions Act), or M.G.L. c. 25A, § 11F, § 11F1/2 (Renewable Energy Portfolio Standard and Alternative Renewable Energy Portfolio Standard), or M.G.L. c. 25A, § 17 (Clean Peak Energy Standard), or M.G.L. c. 164, § 1, or related rule or regulation.

Retail Price(s) – The rate(s) set forth in any Price and Term Appendix that the Competitive Supplier will charge to Participating Consumers for each Product.

Term – As defined in Article 4.1.

Voluntary Renewable Energy – Electric energy, or RECs certifying 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, and rules or regulations promulgated thereunder or, that may be otherwise added and incorporated into Products as a voluntary purchase, or REC purchase, defined in each Price and Term Appendix.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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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 recognizes, however, that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier. Notwithstanding any provision of this ESA to the contrary, if a new Rate Class is added to the Program, to the extent such Rate Class does not include consumers currently served under the Program, the Aggregator shall be permitted to enter into a separate agreement to provide power supply and other services to such Rate Class either with (i) Competitive Supplier or (ii) an alternate supplier under its own load asset.

The Aggregator authorizes the Competitive Supplier on behalf of the Municipality and any Participating Consumers to take any and all actions as the Competitive Supplier determines may be necessary to permit switching and enrollment in accordance with this ESA, Department regulations, and the Competitive Supplier's and the Local Distributor's rules and terms hereof. In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out.

The Aggregator shall specifically authorize the Local Distributor to provide, and Competitive Supplier shall have the right to obtain and utilize as required, all Consumer Data as is reasonably available from the Local Distributor, and which is necessary for the Competitive Supplier to perform its obligations under this ESA. If requested by Competitive Supplier, the Aggregator agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier in obtaining Consumer Data, including, without limitation, assisting Competitive Supplier in obtaining permission from Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor or the Aggregator.

In addition, to the extent the Aggregator is permitted by the Department to receive information regarding other Local Distributor consumers, including but not limited to New Eligible Consumers, the Aggregator shall authorize the Local Distributor to provide such information to Competitive Supplier, and the Competitive Supplier shall have the right to obtain and use such information as is reasonably available from the Local Distributor to support Aggregator-directed consumer awareness and outreach activities pursuant to Article 3.4.

This ESA is a Forward Contract and the Competitive Supplier and the Aggregator are Forward Contract Merchants.

2.2 NO THIRD-PARTY BENEFICIARIES/AGENCY RELATIONSHIP

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties except as otherwise set forth under the ESA. 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 Aggregator has the right, but not the obligation, to advocate on

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behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

The Aggregator is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers and is authorized to act as agent for all Participating Consumers. The Aggregator and Competitive Supplier agree and understand that Participating Consumers shall be principals or beneficiaries under this ESA and shall be deemed to have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the Aggregator, as agent for the Participating Consumers, has the right but not the obligation to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the Parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the FERC, the Department, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources and any other Governmental Authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The Aggregator's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's affiliate or contracted wholesale power marketer, 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 a Competitive 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 FERC to sell power at market-based rates;
- e) complete EDI testing with the Local Distributor; and
- f) provide all other documentation reasonably required by the Local Distributor for Competitive Supplier to carry out its obligations under this ESA.

If Competitive Supplier has not fulfilled all such requirements by the Delivery Term Start Date, the Aggregator may terminate this ESA without any liability. Any noncompliance with such requirements after the Effective Date shall be subject to Articles 4.2 and 4.4.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHT, 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

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Article 2.1. The Parties represent and warrant to each other that they shall not obstruct 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 electricity supply to another.

3.2 APPLICABILITY OF CONSUMER NOTIFICATION REQUIREMENTS

If this is the first ESA of the Program, then the notification requirements set forth in Article 3.3 shall apply to both Initial Eligible Consumers and New Eligible Consumers. If, however, this is not the first ESA of the Program and the Program has Participating Consumers as of the Effective Date, then the notification requirements set forth in Article 3.3 shall apply only to New Eligible Consumers, unless a Price and Term Appendix otherwise expressly obligates Competitive Supplier to conduct an opt-out mailing in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date.

The Competitive Supplier will conduct opt-out mailings to New Eligible Consumers as directed by the Aggregator but no more than four times per calendar year (unless otherwise agreed to by the Parties) and in a Commercially Reasonable timeframe as directed by the Aggregator or CPG.

3.3 NOTIFICATION TO CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, the Aggregator will request or cause CPG to request and obtain from the Local Distributor and provide to Competitive Supplier the account number, service and billing address, and other pertinent contact information of all Initial Eligible Consumers and New Eligible Consumers, as applicable. However, CPG shall exclude any individual Large Industrial New Eligible Consumers from the list of New Eligible Consumer accounts it provides to the Competitive Supplier. Competitive Supplier shall notify each such Eligible Consumer (i) of the date, expressed as the meter read date for a given month, on which such Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible 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”). CPG or the Aggregator will prepare and provide to Competitive Supplier the Opt-Out Notice in form and content as approved by the Department (“Approved Opt-Out Notice”), and the Competitive Supplier shall promptly provide its reasonable comments and suggestions on such form with the understanding that under current Department practice the final form is subject to Department approval. The Competitive Supplier shall mail only such Approved Opt-Out Notice to each such Initial Eligible or New Eligible Consumer, as applicable, in a Commercially Reasonable timeframe as directed by Aggregator or CPG and in compliance with Department directives, but not less than thirty-seven (37) days prior to the date of automatic enrollment as required by the Department. The Approved Opt-Out Notice shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms of service included in the applicable Price and Term Appendix as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such Initial Eligible or New Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; (iv) state how a Participating Consumer may voluntarily opt-up or opt-down to any other Products offered under the Program;

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and (v) 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. An Initial Eligible or New Eligible Consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable. The Aggregator agrees to take such further actions as the Competitive Supplier may reasonably request, and at Competitive Supplier's cost, in connection with the Competitive Supplier's performance under this Article 3.3.

The Competitive Supplier is responsible for all costs associated with Aggregator's efforts to provide consumer notification to all Initial Eligible and New Eligible Consumers under this Article 3.3. Such costs include, but are not limited to, print materials, printing, copying, mailing, postage, and language translation services. In the event Aggregator or CPG is also expected to incur any similar such costs in support of the foregoing activities ("Support Costs"), Aggregator or CPG, as applicable, will provide Competitive Supplier with advance notice thereof prior to incurring such Support Costs. The total for all Support Costs in any given calendar year shall not exceed the "Support Costs Cap" set out in any Price Term Appendix. Competitive Supplier shall coordinate with and reimburse the Aggregator or CPG for all Commercially Reasonable and actual, documented Support Costs. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of this ESA whether received prior to the initial enrollment or after accounts have been enrolled. Competitive Supplier will make this opt-out list available to the Aggregator or CPG upon request.

In providing the notifications set forth in this Article 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Aggregator or CPG for the purpose of performing such obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Initial Eligible or New Eligible Consumers resulting from errors or omissions in the information provided to it by the Aggregator or CPG. For clarification purposes, all mailing lists of Initial Eligible and/or New Eligible Consumers to receive notices pursuant to this Article 3.3 shall be requested by the Aggregator or CPG from the Local Distributor and shared with Competitive Supplier. The Aggregator and CPG acknowledge that the Competitive Supplier shall not be responsible for requesting mail listings directly from the Local Distributor. Competitive Supplier shall not be responsible for delays in sending notifications to Initial Eligible Consumers, New Eligible Consumers, or Participating Consumers to the extent caused by delays in receiving information, including the form of communication, from the Aggregator or CPG.

3.4 CONSUMER AWARENESS

3.4.1 Consumer Notification of New Competitive Supplier - In the event the Program has Participating Consumers as of the Effective Date of this ESA and the Competitive Supplier is not the current supplier of the Program, then prior to the Competitive Supplier's initial enrollment of any consumer accounts on the Delivery Term Start Date, CPG or the Aggregator will provide to Competitive Supplier the Local Distributor account number, service address, billing address, and other pertinent contact information of Participating Consumers. Competitive Supplier shall notify such Participating Consumers that Competitive Supplier will be providing All-Requirements Power Supply as of the Delivery Term Start Date, and the Retail Price(s) and Program Products pursuant to the applicable

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Price and Term Appendix of this ESA. CPG or the Aggregator will prepare and provide to Competitive Supplier the form and content of the notice and Competitive Supplier shall provide such notice to each Participating Consumer in a Commercially Reasonable timeframe and manner as directed by the Aggregator or CPG. The Competitive Supplier is responsible for all costs associated with such consumer notification including, but not limited to, print materials, printing, copying, mailing, postage and language translation services.

3.4.2 Competitive Supplier or CPG Consumer Awareness Activities - Provided all Parties mutually agree on the content and method, the Competitive Supplier or CPG may each conduct consumer awareness efforts at such party's sole expense. Any such efforts must be consistent with the Education Plan included in the Plan.

3.4.3 Aggregator Consumer Awareness Activities - Competitive Supplier shall be responsible for the costs associated with Aggregator-directed consumer awareness efforts but only if such efforts and the scope thereof are detailed and explicitly delegated to Competitive Supplier in any Request for Proposals for competitive electric supply services issued in connection with this ESA and also expressly set out in any Price and Term Appendix ("Program Promotions"). Such Program Promotions may include enhancements to the Aggregator's website, print advertisements, paid social media, consumer outreach, and the preparation and delivery of educational materials that are separate and apart from other consumer notification mailings required pursuant to this ESA. Competitive Supplier will not be responsible for the costs of any promotion(s) of the program that is not a Program Promotion included in the Request for Proposal and Price and Term Appendix. The Aggregator may also request Competitive Supplier to print and mail Aggregator-prepared Program Promotions materials to Participating Consumers, Eligible Consumers, or electricity consumers of the Municipality, provided, however, any such efforts shall not occur more than once in any given calendar year during the term of this ESA, and provided further that the content of such Program Promotions shall be subject to Competitive Supplier's reasonable comments, and final approval by the Department. The total costs for all Program Promotions in any given calendar year shall not exceed the "Program Promotions Cap" set out in any Price Term Appendix. Further, the Aggregator may, in its discretion, adjust the Retail Price(s) to allow either the Aggregator or CPG to recoup costs incurred by either party for Aggregator-directed consumer awareness efforts, in which case the Aggregator will direct Competitive Supplier to collect and remit such reimbursements to the Aggregator or CPG as appropriate.

3.5 ENROLLMENT

The enrollment procedures set out in this Article 3.5 are also summarized in Exhibit A to this ESA. However, in the event of a conflict between this Article 3.5 and Exhibit A, the terms in this Article 3.5 shall govern. Competitive Supplier shall perform any consumer enrollments pursuant to this Article 3.5 in accordance with applicable Local Distributor rules.

3.5.1 Initial Eligible Consumers – If applicable pursuant to Article 3.2, CPG or the Aggregator shall provide Competitive Supplier with the list of Initial Eligible Consumers, as well as such Initial Eligible Consumers' service and billing addresses, and any other related

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information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date.

3.5.2 Participating Consumers - If applicable pursuant to Article 3.4, CPG or the Aggregator shall provide Competitive Supplier with the list of Participating Consumers, as well as such Participating Consumers' service and billing addresses, and any other related information the Parties agree is necessary, in sufficient time for Competitive Supplier to commence All-Requirements Power Supply as of the Delivery Term Start Date. All Participating Consumers will continue to be enrolled in the Program under the terms of this ESA unless they opt-out in accordance with the Plan, this ESA, and Governmental Rules.

3.5.3 New Eligible Consumers - New Eligible Consumers (a) who are provided notice, and (b) elect not to opt-out of the Program, each as provided in Article 3.3, will be automatically enrolled by Competitive Supplier in the Program at the Retail Price for the standard Product.

3.5.4 Eligible Consumers that Previously Opted Out - At any time during the Term of this ESA, Eligible Consumers who have previously opted out of the Program, with the exception of Large Industrial Eligible Consumers, may request that they be enrolled in the Program. Competitive Supplier will provide All-Requirements Power Supply to such Eligible Consumers at the Retail Price applicable for the Product selected.

3.5.5 Eligible Consumers Previously Served by Third Parties - Competitive Supplier agrees that, with the exception of Large Industrial consumers, consumers that are being served or were previously served under third-party competitive supply agreements may affirmatively opt-in and receive All-Requirements Power Supply at the Retail Price applicable for the Product selected when such agreements terminate or are otherwise completed.

3.5.6 Large Industrial Consumers – Large Industrial consumers that (i) are New Eligible Consumers, (ii) previously opted out of the Program, or (iii) are being served or were previously served under third-party competitive supply, may request to be enrolled in the Program and the Competitive Supplier shall offer to provide All-Requirements Power Supply to such Large Industrial consumers based on the then market rate as determined by the Competitive Supplier in its sole discretion for the Product selected. Such offer shall be consistent with all terms of this ESA, including but not limited to the consumer's ability to opt-out of the Program at any time without penalty. Prior to enrollment, the Competitive Supplier shall promptly provide written notice to CPG if any Large Industrial Eligible Consumer accepts such market rate offer.

ARTICLE 4 TERM OF AGREEMENT 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 for any Delivery Term shall commence on the Delivery Term Start Date, and shall terminate on the Delivery Term End Date, each as set out in a Price and Term Appendix, unless terminated earlier under Article 4.2 below ("Term");

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provided further, however, the Competitive Supplier will only begin service to a Participating Consumer after such Participating Consumer has been enrolled by the Competitive Supplier and the Participating Consumer has been switched by the Local Distributor to the Competitive Supplier in accordance with all Governmental Rules. It may take up to two billing cycles for the enrollment with the Competitive Supplier to take effect. The Competitive Supplier is not responsible for any such delay, or any failure or delay in enrolling any Participating Consumer caused by the Local Distributor. The Aggregator shall provide such cooperation, assistance, documents, authorizations, instruments and other information as reasonably requested by the Competitive Supplier to permit the enrollment and servicing of Participating Consumers in the Program.

4.2 TERMINATION

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

- a) by the Aggregator or the Competitive Supplier if either Party fails pursuant to Article 4.4 to cure any breach of any material provision of, or obligation under, this ESA (including, but not limited to, Article 5.6.2 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 Aggregator or the Competitive Supplier if the other Party is in Bankruptcy as that term is defined in this ESA; or
- c) by the Aggregator 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 and invalidates or disapproves this ESA in whole or in significant part; or
- d) by the Aggregator in the event of the failure of the Competitive Supplier to supply All-Requirements Power Supply to Participating Consumers; provided, however, that the Aggregator shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply, through no fault of Competitive Supplier, is a direct result of a Force Majeure or, to the extent not qualifying as Force Majeure, actions or non-actions by any transmission service provider, the Local Distributor, the Aggregator, CPG, the ISO-NE, or a Governmental Authority.

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. The Competitive Supplier shall reasonably cooperate in good faith to transition Participating Consumers to a new competitive supplier or back to the Local Distributor. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of Competitive Supplier's right to collect all monies due for services rendered, and except as otherwise expressly provided in this ESA. It may take up to two billing cycles to transfer Participating Consumers to another provider or the Local Distributor and the Competitive Supplier is entitled to all payment for All-Requirements Power Supply provided

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whether before or after the date of termination. The Aggregator shall require any successor competitive supplier to make best efforts to switch Participating Consumers away from Competitive Supplier and to its own service upon the Delivery Term End Date. The Competitive Supplier is permitted to cause the Local Distributor to drop the accounts of any Participating Consumers which are not switched or dropped by the Delivery Term End Date.

4.4 EVENT OF DEFAULT AND SPECIFIC PERFORMANCE

Notwithstanding any other provision to the contrary herein, the Parties agree that it will be an Event of Default if (i) a Party fails, pursuant to Article 4.2(a), to cure a breach of any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) a Party becomes Bankrupt, (iii) in the case of Competitive Supplier, the Competitive Supplier fails to provide All-Requirements Supply as set forth in and subject to Article 4.2(d), (iv) a Party modifies, suspends or terminates the Program during the Term, except where such modification, suspension or termination is, through no fault of the Party, required by Governmental Rules, or (v) a Party seeks to terminate this ESA except as expressly authorized in this ESA, including Article 4.2. Upon an Event of Default by Aggregator, Competitive Supplier shall be entitled to specific performance of this ESA as its sole remedy. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Aggregator's actions as described in (i), (iv) or (v), and further agree that Competitive Supplier will suffer irreparable harm if the Aggregator takes any of the actions described in (i), (iv), or (v) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties, provided however, any new pricing terms shall be negotiated, and the Parties shall amend this ESA by executing an updated Price and Term Appendix. Upon any such extension of this ESA, this ESA shall continue to be in effect, and all provisions of the ESA as amended 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 employ an adequate number of competently trained and experienced personnel to carry out its responsibilities; exercise all reasonable efforts to deliver or arrange to deliver a supply of such amounts of electricity to the Point of Delivery as are required under this ESA; comply in all material respects with all relevant industry standards and practices for the supply of electricity to Participating Consumers.

5.2 CUSTOMER SERVICE ACCESS

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The Competitive Supplier shall provide, or cause to be provided, certain customer services to Participating Consumers and Eligible Consumers. Such services shall be reasonably accessible to Participating Consumers, shall allow Participating Consumers and Eligible Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Participating Consumers, the Aggregator, CPG, and the Local Distributor. A toll-free telephone number shall be established by Competitive Supplier on or before the Effective Date and shall be available for Participating Consumers to contact Competitive Supplier not later than 8:00 AM and continuing at least until 5:00 PM Eastern Prevailing Time, Monday through Friday, excluding federal holidays to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Aggregator will post Program-related information on the Aggregator'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) (if such individual authorization is required by law), the Competitive Supplier shall, during normal business hours, respond promptly and without charge to reasonable requests of the Aggregator or CPG 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

5.4.1 Renewable Energy Obligations

Competitive Supplier shall manage the Renewable Energy Obligations pursuant to this ESA. To the extent the ESA requires Voluntary Renewable Energy to be sourced from resources that are tracked within the NEPOOL Generation Information System ("NEPOOL GIS"), the Competitive Supplier shall create and manage either a NEPOOL GIS subaccount or reserve account exclusively for the Program to receive, account for, track, and manage any and all RECs acquired and delivered to meet the voluntary renewable requirements of Products containing Voluntary Renewable Energy, if any ("Program GIS Account"), but only if a requirement for a Program GIS Account is explicitly set out in any Request for Proposals for competitive electric supply services in connection with this ESA and set forth in the applicable Price and Term Appendix to this ESA. Regardless of whether Competitive Supplier is required to establish a Program GIS Account, Competitive Supplier nonetheless shall be required to provide documentation satisfactory to the Aggregator demonstrating that Competitive Supplier met all voluntary renewable requirements of Products containing Voluntary Renewable Energy. Competitive Supplier shall provide such documentation or

copies of detailed reports from the Program GIS Account pursuant to Article 11.1.1 and as requested from the Aggregator from time to time.

5.4.2 {Reserved}

5.4.3 Interruption to Delivery Service

Competitive Supplier shall not be responsible to the Aggregator or any Participating Consumers in the event the Local Distributor, for whatever reason and through no fault of Competitive Supplier, physically disconnects, curtails or reduces service to Participating Consumers.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis pursuant to the prices and terms as set out in the then effective Price and Term Appendix. The Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of the Local Distributor or other competitive supplier. Competitive Supplier shall be permitted to drop any Participating Consumer and return such consumer to the Local Distributor for failure to make timely payments of its invoice to the Local Distributor pursuant to Article 7.4.2 if Competitive Supplier has not otherwise been compensated by the Local Distributor pursuant to its Competitive Electric Competitive Supplier Service Agreement with the Local Distributor.

5.6 CONSUMER DATA AND COMMUNICATIONS WITH CONSUMERS

5.6.1 Limitations

Notwithstanding anything to the contrary in this ESA, including this Article 5.6, the Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers provided by Aggregator or CPG to send Aggregator-approved educational materials, opt-out notices, or other communications essential to the operation of the Program consistent with the terms of this ESA. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers. Aggregator shall also be responsible for securing any required approvals for communications with Participating Consumers, including any necessary review by the Department.

5.6.2 Ownership and Use of Consumer Data

Competitive Supplier acknowledges that, as between the Parties, the Aggregator shall have exclusive ownership of all right, title, and interest in and to all Consumer Data. Competitive Supplier shall use Consumer Data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services required or permitted under this ESA and Competitive Supplier shall treat Consumer Data as confidential information. Any other use of Consumer Data without the prior written consent of the Aggregator is strictly prohibited. Competitive Supplier shall maintain all Consumer Data in electronic format. Unless restricted by applicable Governmental Rules, the Competitive Supplier will make

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Consumer Data available to the Aggregator or CPG upon request. Aggregator shall be responsible for CPG's possession and use of Consumer Data. Notwithstanding anything in Article 16 to the contrary, Competitive Supplier may share Consumer Data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply, other rights, or performance obligations pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will inform any such vendor in writing of the confidential nature of Consumer Data and the restrictions set forth in this Article 5.6 and elsewhere in this ESA. In the event the Aggregator has chosen a new supplier for its Program, then prior to the Delivery Term End Date and at a time determined by the Aggregator, Competitive Supplier shall provide a copy of the Participating Consumer data in an electronic format which is generally usable, as it then exists, to the Aggregator and at the Aggregator's written direction, to other parties, such as the new supplier, which the Aggregator represents will have been authorized to receive such data; provided that Competitive Supplier will provide such data on an "as-is" basis and without warranty of any kind. COMPETITIVE SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES PERTAINING TO SUCH DATA, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. A material violation of this Article 5.6.2 by Competitive Supplier, its affiliates or third-party vendors shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees such a violation of this Article 5.6.2 will constitute irreparable harm.

5.6.3 Approval of General Communications

Prior to sending any direct mail, electronic mail, or other similar 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), Competitive Supplier shall provide a copy of such General Communication to the Aggregator for its review to determine whether such communication is essential to the operation of the Program pursuant to Article 5.6.1. The Aggregator shall have the right to object to such General Communications and suggest revisions, provided, however, that the Aggregator's approval shall not be unreasonably withheld or delayed. The Aggregator 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 Aggregator, and the Competitive Supplier shall not send such rejected or excluded General Communication; provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure, Change in Law, or any communication required by the Department or any other Governmental Authority.

5.6.4 Direct Marketing

Competitive Supplier agrees not to engage in any direct marketing of a new product or service to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a direct result of this ESA unless first approved in writing by Aggregator or CPG. Any new product or service that the

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Competitive Supplier and/or the Aggregator wish to make available to Participating Consumers pursuant to this Article 5.6.4 is subject to Department approval. For the purposes of this provision, “direct marketing” shall include any outbound sales-based telephone call, mailing, or electronic mail from Competitive Supplier to a Participating Consumer through which Competitive Supplier markets products or services other than those being provided pursuant to this ESA. 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.”

5.6.5 Participating Consumer Lists

To the extent not prohibited by any Governmental Rule, the Competitive Supplier shall provide a list of the Participating Consumers being served by the Competitive Supplier to the Aggregator or CPG upon written request, including such reasonable identifying and usage information as the Aggregator 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.

5.7 COMPLIANCE WITH LAWS AND STANDARDS

The Parties shall promptly and fully comply with all existing and future Governmental Rules as applicable to the activities covered by this ESA, including, as to Competitive Supplier, all applicable Renewable Energy Standards.

5.8 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 Aggregator’s assistance in obtaining such consent or approval and the Aggregator 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 will continue to request the Aggregator’s assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated dollar amount, reasonably incurred by the Aggregator in connection with such efforts.

ARTICLE 6 ROLE OF THE AGGREGATOR

Under this ESA, the Aggregator 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 Aggregator (in addition to fulfilling its obligations under this ESA) is to set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA, and to enforce the Competitive Supplier’s compliance with those terms and conditions. The Parties agree that Aggregator 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 Aggregator may be considered to be

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operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. All Participating Consumers are bound as principals and beneficiaries to this ESA subject to the provisions of M.G.L. c. 164, § 134 and Department rules and practice. The Competitive Supplier hereby agrees that it will take no action that would make the Aggregator liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in the then effective Price and Term Appendix to this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation, subject to Article 5.5, to arrange for the delivery of All-Requirements Power Supply for all Participating Consumers at the Point of Delivery.

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, as may be amended from time to time.

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, Competitive Supplier will be responsible for any and all line losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Competitive Supplier shall cause the Local Distributor to prepare and mail bills to Participating Consumers monthly based on the meter readings performed by the Local Distributor for each Participating Consumer's meter(s). The Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable, the Competitive Supplier may bill based on its good faith estimates of usage, and 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 Retail Prices set out in any Price and Term Appendix do not include current and future charges collected or assessed by the Local Distributor pursuant to its distribution service tariff, or local transmission costs as may be imposed by NEPOOL, ISO-NE or individual electric utilities that have FERC transmission tariffs or other such distribution and transmission charges. All such costs will be billed to and collected from Participating Consumers 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 to the extent permitted by any Governmental Rules.

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 required to be collected by the Competitive Supplier shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 OPTIONAL PRODUCTS

Competitive Supplier agrees that it will offer the optional Products described in the then effective Price and Term Appendix into its provision of All-Requirements Power Supply under this ESA.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the regulations applicable to Competitive Supplier regarding the supply of retail power to Participating Consumers, 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). If a Participating Consumer so permits, 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 Aggregator and CPG of any consumer complaints submitted to, and recorded by, the Department or the Massachusetts Attorney General's Office by a Participating Consumer and received by Competitive Supplier that Competitive Supplier is unable to resolve with the Participating Consumer within five (5) Business Days following Competitive Supplier's receipt of the complaint. Competitive Supplier agrees to notify the Aggregator and CPG of such complaints after the expiration of said fifth Business Day, and the Aggregator or its agent may, at Aggregator's election, participate and advocate on behalf of the Participating Consumer in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service under this ESA, a

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Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars (\$100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Reporting

Monthly Consultant Fee Payment/Usage Details Report (Appendix C) – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of usage details, to back up each Consultant Fee payment made to CPG, which will contain:

- a. Aggregation Name
- b. Consumer Name
- c. Load Zone (NEMA, SEMA, WCMA)
- d. Utility Name - Eversource East (Boston Edison), Eversource East (Commonwealth), Eversource West (WMECo), NGRID, Unitil
- e. Rate Class Code (R1, R2, G1, G2, S1, etc.) at time of billing
- f. Utility Acct#
- g. Service Account# (Eversource West only)
- h. Utility Meter# (Eversource East and Unitil only)
- i. Inv#/Bill#
- j. Invoice Date (Period)
- k. Meter Read Cycle
- l. Monthly Usage From/Start Date
- m. Monthly Usage To/End Date
- n. # of kWh's Used
- o. Aggregation Rate (that the utility charged)
- p. Consultant Fee Payment Date (month/year)
- q. Consultant Fee Payment (Consultant Fee x kWh)
- r. Account Status (Enrolled, Active, Dropped, Cancelled)
- s. Invoice Type (Final Bill, Original, Estimate)
- t. Product Offered

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Monthly Enrollment Report (Appendix D) – Competitive Supplier shall provide the Aggregator or CPG with a monthly report of enrollment data broken down by rate code classification (including additional breakout of R2 data; see tabs 3 and 4 of Appendix D for further clarification):

- a. Accounts Enrolled at Start of Month
- b. Number of Accounts that have Moved, Closed or Switched Supplier
- c. Number of Accounts that have Opted-Out
- d. Number of Accounts that have Opted-In
- e. Accounts Remaining at End of Month

The monthly reports will be due to the Aggregator or CPG within five (5) Business Days following the close of each month. This information shall be listed separately for each Product and Rate Class. This information shall be provided in electronic format.

Weekly Enrollment Report (Appendix E) – At the request of Aggregator or CPG, Competitive Supplier shall provide a weekly report of enrollment transactions with the information as detailed in Appendix E to this ESA.

Operational Reports - Competitive Supplier shall provide CPG with a copy of the Local Distributor's sync files for the Program on a monthly basis.

EDI Transactions – Competitive Supplier shall provide CPG with electronic copies of all incoming and outgoing EDI transactions which relate to this ESA.

ISO-NE Settlement Data – Provided that Competitive Supplier has a dedicated load asset(s) solely for the Program relating directly to this ESA, Competitive Supplier shall provide the Aggregator or CPG on a quarterly basis with ISO-NE settlement data for the load asset(s) created for the Program (hourly real-time load obligation and monthly capacity settlement reports, inclusive of daily MW requirement, both preliminary and re-settlement files).

NEPOOL GIS Quarterly Settlement Reports – On an annual basis, after June 15 of the given calendar year, Competitive Supplier shall provide the Aggregator or CPG with NEPOOL Generation Information System settlement reports associated with the Program GIS Account, if applicable, or otherwise provide appropriate documentation, as each is defined in Article 5.4 for any RECs acquired and/or retired by the Competitive Supplier to meet any Voluntary REC product obligations pursuant to this ESA. The Aggregator acknowledges that Competitive Supplier, in its own discretion, may choose to retire RECs only once per calendar year by the NEPOOL GIS 4th quarter retirement deadline on or around June 15 or more frequently throughout the year.

11.1.2 Standard of Care

Competitive Supplier, Aggregator, and CPG shall use Commercially Reasonable practices in preparing, maintaining, and providing any information or data required under the ESA. To the extent that Competitive Supplier, Aggregator, or CPG determines that any information

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or data provided hereunder is in error in any material respect, it shall promptly provide corrected information or data within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) Business Days of the end of a quarter (quarter end dates are March 31, June 30, September 30 and December 31), to the extent required by the Department of all competitive suppliers to be disclosed to the Aggregator or Participating Consumers (as defined herein), Competitive Supplier shall present to CPG a copy of the current “Disclosure Label” which label shall include all required information pertaining to Competitive Supplier’s power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records directly relating to the services hereunder by Competitive Supplier to Participating Consumers in accordance with any applicable regulations or guidelines of the Department, FERC, and any other Governmental Authority. Competitive Supplier shall provide to the Aggregator, at the Competitive Supplier’s sole expense, copies of all reports mandated by the Securities and Exchange Commission, provided that to the extent such reports are available to Aggregator on www.sec.gov, Aggregator may obtain the reports at that website.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable written request, Competitive Supplier shall provide to the Aggregator a copy of each public periodic or incident-related report or record expressly and exclusively relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The Aggregator shall treat any reports and/or filings received from Competitive Supplier as confidential information if required by Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies. Competitive Supplier may redact certain confidential aspects of such reports if it contains personal or private information of third parties.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW, JURISDICTION AND VENUE

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts, without application of any rules relating to conflicts-of-laws. 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 Aggregator is located, to whose jurisdiction the Parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

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The Parties agree to use their respective Commercially Reasonable 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. Notwithstanding anything in this Article 12.2 to the contrary, this Article 12.2 shall not prevent a Party from initiating litigation in order to toll an applicable statute of limitations, seeking injunctive relief to prevent irreparable harm, or seeking specific performance as provided by this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE SUPPLIER

Up to and at the Point of Delivery, Competitive Supplier shall indemnify, defend and hold harmless the Aggregator the Aggregator's officers, employees, agents, representatives and independent contractors ("Aggregator Indemnified Parties") from and against any and all costs, claims, liabilities, damages, losses, expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising from claims, causes of action, suits or judgments ("Claim"), incurred by, on behalf of or involving any one of the Aggregator Indemnified Parties to the extent arising from or in connection with third party claims alleging (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions or omissions (where there is a duty to act) of the Local Distributor, the Aggregator or its employees or agents (including CPG), or (ii) Competitive Supplier's actions or omissions (where there is a duty to act) taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Aggregator, to investigate, handle, respond to, and defend any such Claim at Competitive Supplier's expense arising under this Article 13.1, and in that event, Competitive Supplier shall assume sole control and authority to defend, appeal and/or or settle the Claim through reputable independent counsel of its own choosing. The Aggregator Indemnified Party(ies) and the Competitive Supplier shall reasonably cooperate in the defense of any Claim. Notwithstanding the foregoing, the Aggregator Indemnified Party(ies) may participate in the defense of any Claim through its own counsel at its own expense. The Competitive Supplier shall give prompt written notice to such Aggregator Indemnified Party(ies) of any proposed settlement of an indemnified Claim. The Competitive Supplier may not, without prior written consent of the Aggregator Indemnified Party(ies), which shall not unreasonably withheld, conditioned, or delayed, settle or compromise any Claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder. The foregoing is in addition to and not in limitation of any other remedies available to an Aggregator Indemnified Party.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If an Aggregator Indemnified Party 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. If requested by the Aggregator Indemnified Party pursuant

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to Article 13.1, 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 Aggregator Indemnified Party.

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

All Parties agree that, in accordance with Massachusetts law, they have a duty to mitigate damages and covenant that they will use reasonable efforts to mitigate any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE SUPPLIER

As a material inducement to the Aggregator's execution of this ESA, the Competitive Supplier hereby represents and warrants to the Aggregator 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 by the Competitive Supplier 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 Aggregator 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) To the best of its knowledge, none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Aggregator 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;
- g) the Competitive Supplier is a Forward Contract Merchant.

14.2 BY THE AGGREGATOR

As a material inducement to the Competitive Supplier's execution of this ESA, the Aggregator hereby represents and warrants to Competitive Supplier as of the Effective Date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding obligation of the Aggregator enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the Aggregator's powers, have been or will be duly authorized by all necessary action;
- c) the Aggregator has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) the Aggregator is authorized and empowered by the provisions of G.L. c. 164, § 134, to organize and implement the Program and has taken all action necessary to establish the Program;
- e) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of the Aggregator or its agent(s) 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
- f) no Bankruptcy is pending or threatened against the Aggregator nor is the Aggregator contemplating Bankruptcy;

ARTICLE 15 INSURANCE

To help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, commercial general liability insurance of no less than \$1,000,000 combined single limit and excess liability coverage of no less than \$3,000,000 with insurers and with the Aggregator named as additional insured. Competitive Supplier shall provide the Aggregator with evidence, reasonably satisfactory to the Aggregator, of its required insurance hereunder, upon request.

ARTICLE 16 CONFIDENTIALITY

Notwithstanding anything to the contrary in this Article 16, nothing in this Article 16 shall be interpreted to prevent, delay or interfere with the Aggregator's acting in accordance with the provisions of M.G.L. Chapter 4, Section 7, and M.G.L. Chapter 66, Section 10, and other applicable statutes (collectively, the "Public Records Law"), if any, relative to any requests for public information concerning this ESA received from a third party.

To the extent consistent with the Public Records Law, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates, employees, or contractors) or

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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. Notwithstanding the foregoing or anything to the contrary in this Article, 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; (v) is required to be publicly reported under any U.S. or state securities law; or (vi) is not exempt from disclosure under the Public Records Law.

Either Party may disclose the terms of this ESA to its affiliates, and to its officers, directors, employees, attorneys, accountants, and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. 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, the disclosing Party shall request in writing 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 to enable the other Party, at its cost and expense, 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 Aggregator's assistance in protecting the confidentiality of its information and the Aggregator 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 Aggregator's assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated amount, reasonably incurred by the Aggregator in connection with such efforts.

For the avoidance of doubt, subject to the public records laws referenced above (but including a Party's right to have information remain confidential under such public records law), the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

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- a) any account information related to the Participating Consumers including, without limitation, account number, 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, including, but not limited to any guaranty or letter of credit;
- g) any non-public (as defined under the Public Records Law) 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 CHANGE IN LAW

If, after the Effective Date, a Change in Law occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party of this ESA, the affected Party shall send written notice to the other Party, setting forth the Change in Law or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Any Department-approved changes to the Local Distributor's Purchase of Receivable ("POR") Plan originally approved by the Department pursuant to D.P.U. 10-53 shall be deemed a Change in Law. For the purposes of clarity, periodic changes to the purchase of receivable discount rate and timing of payments filed by the Local Distributor and approved by the Department shall not constitute a Change in Law hereunder. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this ESA to mitigate such effect. Alternatively, if as a direct result of such a Change in Law or New Taxes, the Competitive Supplier incurs additional, material costs in performance of its obligations under this ESA, the Competitive Supplier shall provide a written notice to the Aggregator that documents: a) the effective date of the Change in Law or New Taxes; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Change in Law or New Taxes; c) the timing of the cost impact to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in the price per kWh that is billed by the Local Distributor, designed to reimburse the Competitive Supplier for such cost impact. If the Aggregator and the Competitive Supplier cannot agree on the amendment to this ESA or reimbursement contemplated by this section, the matter shall be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 18 MISCELLANEOUS

18.1 ASSIGNMENT

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Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the Aggregator. Such approval may be denied at the reasonable discretion of the Aggregator if it determines that the proposed assignee does not have at least the same ability to perform and the same financial ability as the Competitive Supplier. Notwithstanding the foregoing, the Competitive Supplier may assign this ESA without the consent of Aggregator to (i) an affiliated entity under common control or management with Competitive Supplier, (ii) Competitive Supplier's corporate parent, (iii) the surviving entity in a merger or consolidation in which it participates, or (iv) a purchaser of all or substantially all of its assets, with advance written notice to Aggregator so long as (i) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA in a form reasonably satisfactory to the Aggregator, (ii) any pending Events of Default have been cured by Competitive Supplier, and (iii) the proposed assignee's credit rating is equal to or better than that of the Competitive Supplier as of the effective date of such assignment. 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 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:

[NAME]
[COMPANY]
[ADDRESS]
[CITY], [STATE] [ZIP]
[PHONE]
[FAX] [EMAIL]

If to Aggregator:

Mr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 ext. 3 (phone)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

With a Copy To:

Mr. Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103
(413) 736-3111

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

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recipient at its address set forth in this ESA. Any Party may change its address and contact person for the purposes of this Article 18.2 by giving notice thereof in the manner required herein.

18.3 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 Aggregator in the manner set forth in Article 18.2. In the event that the name or telephone number of any such contact person for the Aggregator changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.2.

18.4 ENTIRE ESA; AMENDMENTS

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

18.5 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 obtaining knowledge of 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 any event of Force Majeure continues for a period of ninety (90) 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 such termination by either Party shall not constitute a default under this ESA and shall not give rise to any liability to either Party.

18.6 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.7 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 Aggregator and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

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18.8 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.

18.9 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. A PDF of a signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.10 THIRD PARTIES

The Retail Price(s) for All-Requirements Power Supply as set out in the then effective Price and Term Appendix shall include (i) a Consultant Fee, payable by the Competitive Supplier to CPG, and (ii) if applicable, an Operational Adder payable by Competitive Supplier to the Aggregator. Competitive Supplier shall make monthly Consultant Fee and Operational Adder payments on behalf of Participating Consumers over the Term of this ESA by multiplying the applicable rate by the actual usage of Participating Consumers for which payment has been received by the Competitive Supplier. Notwithstanding anything to the contrary in this ESA, the Consultant Fee payable hereunder is subject to the terms and conditions of any certain broker agreement between Competitive Supplier and CPG, if applicable. Competitive Supplier acknowledges the payment obligation set forth in this provision is a material obligation of Competitive Supplier during the term of this ESA. The Consultant Fee payment and Operational Adder payment, if applicable, shall be paid by the end of the subsequent calendar month following receipt by Competitive Supplier of payments by Participating Consumers. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as otherwise set forth under the ESA, there shall be no other third-party beneficiaries to this ESA.

18.11 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.

18.12 CO-OPERATION

In the event this ESA requires approval from the Department, each Party agrees to use Commercially Reasonable efforts to cooperate in seeking to secure such approval, and in the case of Aggregator, shall direct CPG or its successor to use Commercially Reasonable efforts to comply with this provision.

18.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date, is incorporated into this ESA by reference, and that it shall be construed harmoniously with this ESA to the greatest practicable extent; notwithstanding the foregoing, but subject in all events to Governmental Rules, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Aggregator will provide advance notice of any proposed amendments to the Plan to Competitive Supplier and thereafter 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 18.4 of this ESA.

18.14 ADVERTISING LIMITATIONS

18.14.1 Advertising and Marketing

The Parties agree not to use the name of the other Party or make any reference to the other Party without the prior written consent of the other Party (which may be via email) in any advertising or marketing materials. Any proposed use of the name of a Party must be submitted in writing for agreement and prior approval. The Parties may elect to collaborate to prepare pre-approved marketing for the Aggregator or for the Competitive Supplier to utilize during the Term of this ESA without approval for each usage.

18.14.2 Trademark and Trade Name

The Aggregator acknowledges that either the Competitive Supplier or 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 Aggregator hereunder, and the Aggregator agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.15 PRESS RELEASES

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

18.16 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.

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18.17 SURVIVAL OF OBLIGATION

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

18.18 REMEDIES

18.18.1 General

Subject to the limitations set forth in Article 18.18.2 below and Article 4, the Aggregator 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.

18.18.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

NO IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO THIS ESA OR THE COMPETITIVE SUPPLIER'S PERFORMANCE HEREUNDER. THE COMPETITIVE SUPPLIER SHALL NOT BE LIABLE FOR ANY DAMAGE TO A PARTICIPATING CONSUMER'S EQUIPMENT OR FACILITIES.

18.18.3 Jury Trial Waiver

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ESA. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS ESA.

18.19 INTERPRETATION

Where (i) the terms of a particular provision expressly identifies such provision as essential or material and (ii) the breach of the provision would be an Event of Default, the omission of similar terms in other provisions of this ESA shall not be interpreted to mean that such other provisions are not essential or material, or that a breach of such other provisions would not be a material breach or Event of Default.

[SIGNATURES ON FOLLOWING PAGE]

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

[COMPETITIVE SUPPLIER]

By: _____
Name: _____
Title: _____
Address: _____

Dated: _____

CITY OF SPRINGFIELD

By: _____
Name: Domenic J. Sarno
Title: Mayor
Address: 36 Court Street
Springfield, MA 01103

Dated: _____

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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EXHIBIT A

Enrollment and Pricing Procedures

Enrollment procedures

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch {if applicable}	• Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice			
New Eligible Consumers	• Will be initially placed on Basic Service • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice • May request enrollment at any time after becoming eligible.			• May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• May request re-enrollment at any time			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• May request enrollment at any time			

Pricing procedures

	Residential	Small C&I	Med-Large C&I	Large Industrial
Initial Eligible Consumers at Program Launch	• Program rate for standard product			
New Eligible Consumers	• Program rate for standard product			• Then-current market price for product selected
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	• Program rate for product selected			• Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	• Program rate for product selected			• Then-current market price for product selected

Exhibit A

APPENDIX A

FORM OF PRICE AND TERM APPENDIX NO. 1 Springfield's Community Choice Power Supply Program

This Price and Term Appendix shall establish the Delivery Term and Retail Prices to be charged to Participating Consumers during the Delivery Term (as defined below) regarding the sale/purchase of All-Requirements Power Supply specified herein under the terms and conditions under the Electric Service Agreement, dated [DATE] ("ESA") between Competitive Supplier and the Aggregator, as specified and modified herein.

1. **Retail Price by Rate Classification:** The Retail Prices as set out in the tables below shall be fixed for the entire length of the Delivery Term.

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

OPTIONAL [X] PRODUCT *{include only if applicable}*

[Eligible Consumers will only be enrolled in the optional [X] product if they elect it.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

OPTIONAL [Y] PRODUCT *{include only if applicable}*

[Eligible Consumers will only be enrolled in the optional [Y] product if they elect it.]

Rate Class	Retail Price\$/kWh
Residential	\$ 0.00000
Small C&I	\$ 0.00000
Med-Large C&I	\$ 0.00000
Streetlight	\$ 0.00000

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2. Terms for System Supply Service

- (a) **Delivery Term:** The Retail Price applies to service commencing with the Participating Consumers' first meter read dates for the month of [] (the "Delivery Term Start Month") (billed in arrears, therefore the [] billing statements) and terminating with the Participating Consumers' first meter read dates for the month of [] (the "Delivery Term End Month") (final bill, therefore the [] billing statements).
- (b) **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.

3. Product Definition(s)

The table below defines each Product set out in Section 1 of this Price and Term Appendix, including the type and quantity of any Voluntary Renewable Energy included in each Product, as applicable.

Product	Voluntary Renewable Energy	Quantity	
		% of Program Load	Alternate Description
Standard Product			
Optional [X] Product <i>{include only if applicable}</i>	[MA Class I]	[10%]	
Optional [Y] Product <i>{include only if applicable}</i>	[MA Class I]	[20%]	[excluding biomass]

4. Renewable Energy Obligations

- a) The Retail Prices set out in Section 1 of this Price and Term Appendix are inclusive of all Renewable Energy Obligations as of the signature date below.
- b) The table below defines the Party responsible for specific components of the Renewable Energy Obligations for each of the Products defined in Section 1 of this Price and Term Appendix.

Product	Renewable Energy Standards	Voluntary Renewable Energy <i>{include column only if applicable}</i>
Standard Product	Competitive Supplier	[n/a or Competitive Supplier]
Optional [X] Product <i>{include row only if applicable}</i>	Competitive Supplier	[n/a or Competitive Supplier]

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Optional [Y] Product <i>{include row only if applicable}</i>	Competitive Supplier	[Competitive Supplier]
---	-------------------------	---------------------------

- c) *{include only if applicable}* Competitive Supplier shall create and manage a Program GIS Account pursuant to Article 5.4.1 of this ESA.

5. All-Requirements Power Supply

For the purposes of clarity, all Retail Prices set out in Section 1 of this Price and Term Appendix include all costs incurred by Competitive Supplier in relation to: (a) [e.g., ISO-NE Inventoried Energy Program, as approved by FERC June 18, 2020 (ER19-1428-003)], (b) [____], and (c) [____]. *{include only if necessary, and listed items shall be consistent with RFP issued in relation to the Delivery Term of this Price and Term Appendix}*

6. **Consultant Fee:** Competitive Supplier shall include the Consultant Fee in the Retail Prices for each Product and Competitive Supplier shall pay to CPG the volumetric fee set out below multiplied by Participating Consumers' metered usage.

Consultant Fee: [\$0.0010/kWh]

7. **Operational Adder:** *{include only if applicable}* Competitive Supplier shall include the Operational Adder, in the Retail Prices for each Product and Competitive Supplier shall pay to the Aggregator the following volumetric fee multiplied by Participating Consumers' metered usage:

Operational Adder: [\$0.0000]/kWh

8. Consumer Awareness Costs:

Initial Opt-Out Notice: *{include only if applicable; may be applicable when existing Program switches to different Competitive Supplier}* The Competitive Supplier shall conduct an opt-out mailing as directed by the Aggregator in a timeframe necessary for service to begin for Initial Eligible and New Eligible Consumers on the Delivery Term Start Date pursuant to Article 3.2 of the ESA.

Program Promotions: *{include only if applicable}* *{include description detail from RFP}* The Program Promotions Cap pursuant to Article 3.4 of the ESA is [\$00,000.00]/calendar year.

9. Ratification of the Terms and Conditions of the ESA

- a) Except as expressly amended or waived by this Price and Term Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the ESA are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

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- b) Nothing in this Price and Term Appendix shall, or shall be construed to, alter or amend any other Price and Term Appendices.

10. Counterparts: This Price and Term Appendix may be executed in counterparts, all of which together shall constitute one and the same instrument. This Price and Term Appendix constitutes part of and is subject to the terms and provisions of the ESA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Price and Term Appendix on their behalf as of the date first above written.

[COMPETITIVE SUPPLIER]

By: _____
Name:
Title:

CITY OF SPRINGFIELD

By: _____
Name: Domenic J. Sarno
Title: Mayor

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX B

MONTHLY CONSULTANT FEE PAYMENT REPORT TEMPLATE
[Consultant Payment/Usage Details]



Monthly
Consultant Payment

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX C

MONTHLY ENROLLMENT REPORT TEMPLATE



Monthly Enrollment
Report.xlsx

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)

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APPENDIX D

WEEKLY ENROLLMENT REPORT TEMPLATE



Weekly Enrollment
Report.xlsx

Attachment: Springfield - Aggregation Plan (8044 : Springfield Community Choice Power Supply Aggregation Plan)



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

PLAN DE AGRUPACIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

OBJETIVO DEL PLAN DE AGRUPACIÓN

La Ciudad de Springfield (“Ciudad”) desarrolló el Plan de Agrupación (“Plan”) en cumplimiento con las leyes de Massachusetts con respecto a la agrupación pública de consumidores de energía eléctrica. Contiene la información necesaria sobre la estructura, las operaciones, los servicios, el financiamiento y las políticas del Plan de la Ciudad. Para desarrollar el Plan, se solicitó asesoramiento a un consultor de agrupación municipal (Consultor), en principio, Colonial Power Group, Inc. (CPG) y al Departamento de Recursos Energéticos de Massachusetts (Massachusetts Department of Energy Resources, DOER).

El objetivo del Programa de Suministro de Energía de Elección Comunitaria, antes publicado con el nombre de Programa Ecológico de Agrupación Municipal, es permitir a la Ciudad conseguir un suministro eléctrico competitivo en nombre de los residentes y las empresas a fin de ahorrar costos y lograr la estabilidad en los precios. Se busca agrupar a los consumidores de la Ciudad en la negociación de las tarifas de suministro eléctrico, para lo cual se reúne el poder adquisitivo de más de 155,000 consumidores. Además, la Ciudad busca asumir un mayor control sobre las opciones de energía, incluido el aumento de la capacidad de buscar estabilidad en los precios, oportunidades de ahorro y la cantidad de energía renovable lograda a fin de respaldar el Plan de Acción Climática y Resiliencia de la Ciudad. Sin embargo, no se puede garantizar el ahorro. La participación es voluntaria para cada consumidor. Los consumidores tienen la oportunidad de rechazar el servicio brindado a través del Plan y elegir cualquier Proveedor Competitivo que deseen. La Ciudad distribuyó este Plan para su revisión pública antes de enviarlo al Departamento de Servicios Públicos de Massachusetts (“Departamento”).

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REQUISITOS PARA LA AGRUPACIÓN MUNICIPAL

La Ley de Reestructuración de Servicios Eléctricos de Massachusetts de 1997 (“Ley de Reestructuración”) incluye varios requisitos para los encargados de la agrupación municipal. Un requisito consiste en desarrollar un plan de agrupación con el asesoramiento del DOER. El Plan está sujeto a revisión por parte de los consumidores en el municipio participante y a la aprobación por parte del Departamento.

1 EL PROCESO DE AGRUPACIÓN MUNICIPAL

La agrupación municipal consiste en un proceso público de varios pasos, que se describen a continuación:

- 1.1 Votación y autorización para convertirse en un encargado de la agrupación pública.
- 1.2 Desarrollo del Plan con el asesoramiento del DOER.
- 1.3 Revisión del Plan por parte del alcalde, el Consejo Municipal y los consumidores.
- 1.4 Votación del Plan por parte del Consejo Municipal.
- 1.5 Presentación del Plan para su aprobación por parte del Departamento.
- 1.6 Audiencia pública sobre el Plan celebrada por el Departamento.
- 1.7 Selección de la fecha para la recepción de las condiciones de precios de parte de los Proveedores Competitivos.
- 1.8 Selección del Proveedor Competitivo por parte del alcalde.
- 1.9 Notificación de inscripción para consumidores elegibles.¹
- 1.10 Inicio del período de elección de exclusión (37 días antes de la fecha de la primera prestación del servicio).
- 1.11 Traspaso de los Consumidores Participantes al Proveedor Competitivo.

Además de este proceso, los encargados de la agrupación municipal deben cumplir con las leyes de reuniones abiertas, normas éticas y ciertos requisitos de licitación pública y notificación.

¹ El término “consumidores elegibles” tiene un significado equivalente a “clientes elegibles” según lo define el Departamento en Programas de Agrupación Municipal, documento D.P.U. 16-10, 19 (2017). Esto incluye a (1) clientes del Servicio Básico; (2) clientes del Servicio Básico que indicaron que no desean que se comparta su información de contacto con los Proveedores Competitivos con fines de mercadotecnia y (3) clientes que reciben Servicio Básico más un producto de energía ecológica opcional que permite la inscripción simultánea en el Servicio Básico o en un suministro competitivo. Esto excluye a (1) clientes del Servicio Básico que solicitaron a su Distribuidor local que no los inscriba en el suministro competitivo; (2) clientes del Servicio Básico inscritos en un producto de energía ecológica que prohíbe el cambio a un Proveedor Competitivo y (3) clientes que reciben un servicio de suministro competitivo.

2 PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD

La Ciudad ofrece un programa para alcanzar sus metas: el Programa de Suministro de Energía de Elección Comunitaria de Springfield (“Programa”).

El Programa está diseñado para ofrecer una opción competitiva a los consumidores elegibles y para incorporar otras condiciones favorables económicas y no económicas en los contratos de servicio; sin embargo, no se puede garantizar el ahorro. La Ciudad no compra ni vende energía, pero representa los intereses de los consumidores para establecer las condiciones del servicio. A través de una licitación competitiva y un proceso de negociación, la Ciudad celebra un contrato con un Proveedor Competitivo para garantizar un servicio total seguro. El contrato tiene un plazo fijo. El proceso de aprobación del contrato incluye chequeos y balances. Una vez que se negoció el contrato con el Consultor de la Ciudad, se envía al alcalde para su aprobación. Por último, los consumidores elegibles se inscribirán automáticamente en el Programa, a menos que ejerzan su derecho de exclusión. Los consumidores elegibles pueden optar por excluirse del Programa y seleccionar el Servicio Básico o el suministro de energía de cualquier otro Proveedor Competitivo que deseen, en cualquier momento, antes o después de la inscripción en el Programa de la Ciudad. Los consumidores elegibles no están obligados a recibir servicios conforme al contrato de la Ciudad. [Consulte la sección 5.1.6 para obtener información detallada sobre el proceso de elección de exclusión].

2.1 ESTRUCTURA ORGANIZATIVA

El gobierno de la Ciudad se compone de un alcalde y un Consejo Municipal de trece personas. El alcalde supervisa las operaciones diarias. El primer martes de noviembre se llevan a cabo las elecciones municipales.

El Consejo Municipal está compuesto por trece miembros electos por un período de dos años. Las reuniones ordinarias se realizan el primer y el tercer lunes de cada mes por la tarde a las 7:00 p. m. en el ayuntamiento, a menos que la presidencia del Consejo Municipal ordene algo diferente. También deben celebrar otras reuniones de manera periódica. El alcalde actúa como el director ejecutivo de la ciudad y el Consejo Municipal como el poder legislativo, y ambos son responsables del bienestar general de la comunidad. En la Carta Municipal se establecen las facultades y responsabilidades específicas del Consejo Municipal. El rol operativo de la Ciudad y su Consultor en relación con los consumidores se presenta y describe en las siguientes páginas.

2.2 NIVELES OPERATIVOS

El Programa de la Ciudad consta de cinco niveles operativos, que se describen a continuación:

2.2.1 Primer nivel: Consumidores

Los consumidores representan la máxima autoridad con respecto al Programa y sus funciones. Pueden elegir a los candidatos para el Consejo Municipal, quienes pueden asumir puestos relacionados con el Programa. Pueden participar en reuniones y audiencias locales y regionales con respecto a asuntos

relacionados con la reestructuración, en general, y con el Programa de la Ciudad, en particular. Pueden asistir a las reuniones y expresar sus opiniones.

Todo consumidor elegible de la Ciudad puede participar en el Programa de la Ciudad. Todos los consumidores elegibles también tendrán la capacidad de rechazar el servicio del Proveedor Competitivo y elegir cualquier otra opción de suministro de energía que deseen, o mantener el Distribuidor local, Eversource Energy (“Eversource”, anteriormente WMECo). Los consumidores elegibles que no estén satisfechos con los servicios prestados conforme al contrato negociado por la Ciudad también pueden comunicarse directamente por correo electrónico o al número telefónico gratuito con el Proveedor Competitivo o el Consultor de la Ciudad para recibir ayuda con la implementación del Plan a fin de intentar modificar o mejorar el servicio. Los consumidores elegibles también pueden optar por excluirse en cualquier momento, para lo cual deben comunicarse con el Proveedor Competitivo. Los consumidores elegibles también pueden presentar cuestiones al Consejo Municipal.

2.2.2 Segundo nivel: Alcalde

En función de su facultad existente, o la facultad otorgada por los votantes en las elecciones municipales, el alcalde puede actuar en cuestiones relacionadas con el Programa o las políticas y recomendaciones del contrato. El alcalde puede evaluar y enviar un plan al Consejo Municipal para su aprobación. Además, puede brindar orientación al Consultor de la Ciudad sobre políticas específicas o decisiones que se pueden tomar conforme al Programa.

2.2.3 Tercer nivel: Consejo Municipal

En función de su facultad existente, o la facultad otorgada por los votantes en las elecciones municipales, el Consejo Municipal puede aprobar los planes que propone el alcalde. También puede plantear cuestiones presentadas por los consumidores para que la Ciudad las aborde.

2.2.4 Cuarto nivel: Consultor

Como representante de la Ciudad, el Consultor se encarga de la gestión y supervisión diaria de los asuntos comerciales del Programa conforme al contrato celebrado. El Consultor se desempeña como el representante de adquisiciones de la Ciudad, y utiliza al personal existente para solicitar servicios según lo exigido por la Ciudad. Además, el Consultor ofrece un espacio de oficina y apoyo administrativo para coordinar las operaciones del Programa.

Este apoyo administrativo incluye lo siguiente:

- comunicaciones;
- desarrollo de programas;
- archivo de datos;
- supervisión y mantenimiento del Programa.

2.2.5 Quinto nivel: Proveedores Competitivos

Los Proveedores Competitivos celebran un contrato con la Ciudad a través del alcalde. El Consultor se encarga de negociar y supervisar el contrato, y de realizar recomendaciones al respecto. El contrato no es vinculante antes de la aprobación de parte del alcalde. Todas las responsabilidades del Proveedor Competitivo se detallan en el Acuerdo de Servicio Eléctrico (Electric Service Agreement, ESA) entre la Ciudad y el Proveedor Competitivo.

2.3 OPERACIONES

Las disposiciones y las metas incluidas en este Plan, y las instrucciones y decisiones del alcalde, el Consultor y los consumidores participantes sirven de guía para las operaciones del Programa.

A continuación, se detallan las metas de este Plan:

- Sentar las bases para la agrupación de consumidores elegibles sin discriminación.
- Adquirir una tarifa de mercado para el suministro de energía y precios transparentes.
- Permitir que los consumidores elegibles que eligen no participar puedan optar por excluirse.
- Proporcionar una rendición de cuentas total a los consumidores participantes.

2.4 PERSONAL

Las operaciones necesarias para planificar, proveer y gestionar el Programa de la Ciudad incluyen lo siguiente:

- análisis técnico;
- prestación competitiva de servicios;
- autorizaciones normativas;
- contabilidad y gestión fiscal;
- mantenimiento del contrato;
- comunicaciones;
- coordinación del programa;
- apoyo administrativo.

La Ciudad tiene previsto utilizar el asesoramiento profesional, técnico y jurídico del Consultor para gestionar el Programa. El Consultor es un intermediario de electricidad con licencia de Massachusetts (EB-107). Tiene experiencia en el diseño, la implementación y la administración de programas de agrupación municipal con opción de exclusión.

El Consultor será responsable de supervisar todos los aspectos del Programa y cualquier acuerdo contractual resultante, y tiene, además, las siguientes responsabilidades, entre otras: supervisión y registro del cumplimiento de todos los términos y condiciones del contrato; resolución de problemas relacionados con el contrato; implementación del proceso de elección de exclusión para los consumidores; participación en las negociaciones con Eversource; preparación de informes, según lo indicado; y actualizaciones de rutina y asistencia a reuniones con el alcalde y el Consejo Municipal.

El Consultor desarrolló el Programa en nombre de la Ciudad con el apoyo de consultores técnicos y jurídicos. Una vez que el contrato está garantizado, el Consultor administrará el Programa.

El Consultor llevará a cabo las negociaciones con los Proveedores Competitivos y proporcionará representación a nivel estatal, según sea necesario, con la dirección del alcalde y el Consejo Municipal. Los términos y condiciones de todo contrato pueden estar sujetos a revisión por parte del abogado de la Ciudad y de un asesor jurídico externo, quien puede ser seleccionado por la Ciudad, y también puede estar sujeto a la autorización del abogado de la Ciudad como figura jurídica.

3 OFERTAS DE PRODUCTOS

La Ciudad solicitará licitaciones de suministro de energía de Proveedores Competitivos que (1) cumplan con las normas de la cartera de energías renovables (Renewable Portfolio Standard, RPS) de Massachusetts requeridas y (2) proporcionen Certificados de Energías Renovables (Renewable Energy Certificates, REC) adicionales. La Ciudad puede solicitar REC, en distintos porcentajes, de diversas fuentes renovables, tanto locales como nacionales, p. ej., energía eólica, solar, hídrica y geotérmica, entre otras.

La Ciudad solicitará a los Proveedores Competitivos que identifiquen la tecnología, la antigüedad y la ubicación de los generadores de energía renovable que son las fuentes de los REC. La Ciudad exigirá que los REC se creen y registren en el Sistema de Información de Generación de New England Power Pool o cuenten con certificación de un tercero como Green-e.

3.1 PRODUCTO ESTÁNDAR

Todos los consumidores elegibles se inscribirán en el producto estándar de la Ciudad, a menos que opten expresamente por excluirse del programa. El producto estándar de la Ciudad puede incorporar REC más allá del mínimo requerido por la RPS de Massachusetts. La Ciudad evaluará las licitaciones y seleccionará un producto estándar que aborde los objetivos de la Ciudad con respecto al precio y el contenido de energía renovable en el momento de dicha decisión.

3.2 PRODUCTO OPCIONAL

La Ciudad también puede ofrecer uno o más productos opcionales. Los consumidores elegibles solo se inscribirán en un producto opcional de la Ciudad si lo eligen expresamente. Los productos opcionales de la Ciudad pueden incorporar REC más allá del mínimo requerido por la RPS de Massachusetts, pero no están obligados a hacerlo. Los productos con un mayor porcentaje de energía renovable generalmente están disponibles por un costo adicional y proporcionarán a los consumidores opciones alternativas en cuanto al saldo de precios y beneficios medioambientales.

4 FINANCIAMIENTO

El financiamiento inicial del Programa de la Ciudad proviene de capital privado suministrado por CPG. El ESA con un Proveedor Competitivo incluirá un honorario de \$0,001 por kWh que el Proveedor Competitivo pagará al Consultor (“Honorarios de consultoría”). Los Honorarios de consultoría

financiarán los costos vigentes del Programa. Los costos del lanzamiento, a cargo del Consultor, incluyen costos de representación legal, asesoramiento al público y comunicaciones. Los costos de envíos por correo estarán a cargo del Proveedor Competitivo.

5 ACTIVACIÓN Y TERMINACIÓN

5.1 ACTIVACIÓN

Luego del proceso de agrupación municipal y adquisición competitiva del contrato propuesto por parte de la Ciudad, la activación del Programa implica los siguientes pasos:

- a) Autorización del Plan por parte del Departamento.
- b) Aceptación de los ESA por parte del alcalde.
- c) Firma del ESA por parte del alcalde.
- d) Notificación de Inscripción para consumidores elegibles.
- e) Notificación de Eversource
- f) Inicio del período de elección de exclusión.
- g) Traspaso de los Consumidores Participantes al Proveedor Competitivo.

A continuación, se describe cada uno de estos pasos:

5.1.1 Autorización del Plan por parte del Departamento

La Ciudad, a través de su Consultor, presentará este Plan ante el Departamento. El Departamento tiene la obligación de celebrar una audiencia pública en relación con el Plan.

5.1.2 Aceptación de los ESA por parte del alcalde

Todos los contratos negociados por la Ciudad estarán expresamente condicionados por su aceptación por parte del alcalde. Los Proveedores Competitivos y los contratos deben cumplir con todas las leyes, normas y regulaciones vigentes promulgadas por el Departamento con respecto a los Proveedores Competitivos.

5.1.3 Firma del ESA por parte del alcalde

Con la firma del contrato por parte del alcalde, los términos y condiciones del contrato se aplicarán al servicio brindado a los consumidores elegibles dentro de los límites municipales de la Ciudad, a excepción de aquellos consumidores elegibles que opten expresamente por excluirse del Programa.

5.1.4 Asesoramiento de consumidores y notificación de inscripción para consumidores elegibles

La Ciudad desarrolló un Plan de Asesoramiento y Difusión (“Plan de Asesoramiento”) que describe las estrategias e iniciativas de difusión que implementará para notificar a los consumidores elegibles sobre el Programa y su derecho a optar por excluirse. El Plan de Asesoramiento de la Ciudad está disponible en el sitio web del Programa (<https://colonialpowergroup.com/springfield/>).

Luego de la aprobación del contrato por parte de la Ciudad, el Proveedor Competitivo deberá notificar a todos los consumidores elegibles sobre el Servicio Básico para que puedan inscribirse en él. Eversource proporcionará una lista de los consumidores elegibles al Proveedor Competitivo y al Consultor. Eversource transmitirá de manera electrónica el nombre, la dirección y la cuenta de los consumidores elegibles y publicará esta información justo antes de la lectura del medidor en la que se producirá el cambio al Proveedor Competitivo para garantizar que solo se inscriban los consumidores elegibles. Solo se enviarán avisos de exclusión a los consumidores elegibles vigentes. La Ciudad también puede notificar de manera general a todos los consumidores que reciben el servicio competitivo sobre su elegibilidad para recibir energía del Proveedor Competitivo de la Ciudad. Al hacer esto, la Ciudad divulgará de manera evidente en cualquier notificación que dichos consumidores pueden estar sujetos a penalizaciones o cargos por terminación anticipada si cambian del servicio competitivo al Programa de la Ciudad durante el plazo del contrato de suministro competitivo. Con al menos 10 días de anticipación a la fecha de emisión, la Ciudad debe proporcionar al Departamento una copia de cualquier notificación que se proponga enviar a los consumidores del suministro competitivo con el fin de notificar a dichos consumidores sobre su elegibilidad para recibir energía del Programa de la Ciudad. Una vez que se ha enviado la notificación correspondiente al consumidor elegible y se cumplen los requisitos de elección de exclusión pertinentes, el Proveedor Competitivo inscribirá por medios electrónicos al consumidor elegible, y enviará una transacción de “inscripción del cliente” a Eversource de acuerdo con las normas y los procedimientos establecidos en el Informe de Grupo de Trabajo de Transacciones Electrónicas Comerciales (Electronic Business Transaction, EBT), lo que es válido para todos los Proveedores Competitivos y empresas de distribución de Massachusetts.

El proceso de notificación consta de varias etapas e incluye lo siguiente:

- correos enviados por la Ciudad;
- avisos en periódicos;
- anuncios de servicios públicos (Public Service Announcement, PSA);
- avisos publicados en el sitio web del ayuntamiento y de la Ciudad.

Antes de la inscripción, la notificación incluirá lo siguiente:

- Información para los consumidores elegibles sobre su derecho a optar por excluirse de la entidad agrupada sin penalización y elegir el Servicio Básico en cualquier momento antes o después del primer día de servicio.
- Detalles visibles de todos los cargos que se realizarán y una comparación de los precios y los principales términos del contrato de la Ciudad en comparación con los precios y los términos del Servicio Básico de Eversource.
- Explicación del proceso de elección de exclusión.
- Información por escrito sobre el hecho de que no habrá cargos asociados con la elección de exclusión por parte del Proveedor Competitivo.
- Información para los consumidores elegibles sobre el hecho de que no se pueden garantizar ahorros.

Cuando un nuevo consumidor elegible se muda a la Ciudad por primera vez, no se le asignará al Proveedor Competitivo de la Ciudad hasta que el Proveedor Competitivo envíe una transacción de

“inscripción del cliente”. Antes de dicha transacción de “inscripción del cliente”, el consumidor elegible recibirá el Servicio Básico. El Proveedor Competitivo es responsable de incluir a los nuevos consumidores elegibles en el Programa cuando se mudan a la Ciudad mediante el envío de correos electrónicos cada tres meses de Eversource para la notificación e inscripción de acuerdo con los procedimientos posteriores a la inscripción inicial.

A continuación, se detalla el cronograma aproximado de los principales pasos relacionados con la notificación de los consumidores:

Día 1	Contrato de suministro celebrado entre la Ciudad y el Proveedor Competitivo.
Día 2	Notificación del Proveedor Competitivo a Eversource para la preparación de la información de los consumidores elegibles de la Ciudad.
Día 3	Inicio de las pruebas de intercambio electrónico de datos (Electronic Data Interchange, EDI) con Eversource por parte del Proveedor Competitivo.
Día 14	Recepción de la información de los consumidores elegibles por parte del Proveedor Competitivo enviada por Eversource.
Día 18	Envío del aviso de exclusión a todos los consumidores elegibles por parte del Consultor o el Proveedor Competitivo.
Día 21	Recepción del aviso de exclusión por parte de los consumidores elegibles; inicio del período de elección de exclusión.
Día 21 a 51	Devolución al Proveedor Competitivo de la tarjeta de respuesta con elección de exclusión por parte de los consumidores elegibles en sobre prepagado.
Día 33	Realización de pruebas de EDI con Eversource por parte del Proveedor Competitivo.
Día 51	Fecha límite para que consumidores elegibles coloquen el matasellos en la tarjeta de respuesta de elección de exclusión para evitar la inscripción automática.
Día 55	Retiro de los consumidores que optaron por excluirse de la lista de consumidores elegibles por parte del Proveedor Competitivo.
Día 55	Primera fecha en que el Proveedor Competitivo puede enviar inscripciones de EDI para los consumidores participantes.

Los plazos de inscripción permitirán garantizar que todos los consumidores elegibles tenga un período completo de 30 días para optar por excluirse, además de un período adicional de 6 días para considerar los correos (p. ej., 3 días para el envío del aviso de exclusión a los consumidores elegibles y 3 días para el envío de la tarjeta de respuesta de elección de exclusión al Proveedor Competitivo por correo). Por consiguiente, el período de elección de exclusión finaliza 36 días después del envío del aviso de exclusión. Los consumidores participantes se inscriben con el Proveedor Competitivo en la siguiente lectura del medidor, siempre que la transacción de inscripción se envíe al menos 37 días después del envío del aviso de exclusión y 2 días hábiles completos antes de la lectura del medidor. Un consumidor elegible no se inscribirá automáticamente cuando se devuelva un aviso de exclusión por no haberse podido entregar.

Según la experiencia de nuestro Consultor con programas de agrupación anteriores, la Ciudad, el Proveedor Competitivo y Eversource necesitan aproximadamente dos meses para completar el proceso de notificación e inscripción del consumidor.

Los métodos a través de los cuales se inscribirá a los consumidores elegibles en el Programa son coherentes con los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, con sus enmiendas o sustituciones periódicas.

5.1.5 Notificación de Eversource

Junto con la notificación de los consumidores elegibles, la Ciudad notificará a los Proveedores Competitivos seleccionados y a Eversource para que comiencen la preparación del proceso administrativo para el traspaso de los consumidores elegibles de acuerdo con el ciclo de facturación de cada consumidor elegible. Además, o en combinación con la notificación de la Ciudad, el Proveedor Competitivo seleccionado puede notificar a Eversource para que comience la preparación del proceso administrativo.

5.1.6 Inicio del período de elección de exclusión

Los consumidores elegibles pueden optar por excluirse del servicio del Programa sin ningún cargo, ya sea antes la fecha límite de inicio del servicio o en cualquier momento luego del primer día de servicio. Los consumidores participantes que deseen regresar al Servicio Básico de Eversource deben notificar al Proveedor Competitivo o a Eversource con una anticipación de cinco días hábiles o más a la fecha de la siguiente lectura del medidor programada. Conforme a los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, los consumidores residenciales participantes se transferirán al Servicio Básico de Eversource en un plazo de dos días hábiles si notifican directamente a Eversource su intención de terminar el servicio de generación de energía del Proveedor Competitivo. Si un consumidor comercial o industrial notifica directamente a Eversource su elección de terminar el servicio de generación de energía del Proveedor Competitivo, dicho servicio terminará en la fecha de la siguiente lectura del medidor programada. Si un cliente residencial, comercial o industrial notifica al Proveedor Competitivo su elección de terminar el servicio de generación de energía, dicha terminación tendrá lugar en la fecha de la siguiente lectura del medidor programada, siempre que el Proveedor Competitivo haya enviado la transacción a Eversource con al menos dos días de anticipación a la fecha de lectura del medidor. No habrá cargos por regresar al Servicio Básico de Eversource de esta manera. La Ciudad y el Proveedor Competitivo pueden negociar otras oportunidades para la elección de exclusión de los consumidores elegibles, las cuales se incluirán en los términos del contrato presentado al Consejo Municipal y al alcalde y en la información pública que se ofrece a cada consumidor elegible. Sin embargo, dichas oportunidades deben ser aprobadas por el Departamento (incluido todo asesoramiento al público e información de difusión que se proporcione a los consumidores elegibles con este fin). Los consumidores elegibles que opten por excluirse y posteriormente deseen volver a inscribirse, se inscribirán conforme a los Términos y Condiciones para Proveedores Competitivos de Eversource, MDPU núm. 5, con sus enmiendas o sustituciones periódicas. [Consulte la sección 8 para obtener más información].

5.1.7 Traspaso de los Consumidores Participantes al Proveedor Competitivo

El proceso de activación es una función administrativa que consta de tres partes:

- a) Preparación de la información: Eversource identificará a los consumidores elegibles según lo define el Departamento en Programas de Agrupación Municipal, documento DPU 16-10, 19 (2017).

- b) Inscripción automática: Todos los consumidores elegibles verificados se transferirán al Proveedor Competitivo de la Ciudad de acuerdo con los períodos de facturación de Eversource, a menos que hayan enviado con anterioridad una notificación sobre su intención de optar por excluirse de acuerdo con las fechas límite establecidas. Los consumidores elegibles se inscribirán con el nuevo Proveedor Competitivo en el plazo de un mes. El servicio del nuevo Proveedor Competitivo comenzará al inicio del período de facturación posterior al traspaso.
- c) Notificación: Eversource notificará a cada consumidor participante transferido sobre el cambio al Proveedor Competitivo de la Ciudad en su última factura del Servicio Básico.

5.2 TERMINACIÓN

El Programa podrá terminar de dos maneras:

- Ante la finalización o el vencimiento del contrato sin la negociación de una extensión, una renovación o un contrato subsiguiente.
- Ante la decisión del alcalde y el Consejo Municipal de terminar el Programa.

Cada consumidor participante que reciba servicio del Programa de la Ciudad recibirá una notificación sobre la terminación del Programa con una anticipación de 90 días a dicha terminación.

En el caso de la terminación del contrato, los consumidores participantes podrían regresar al Servicio Básico de Eversource o elegir un Proveedor Competitivo. Este traspaso se realizaría en coordinación con Eversource mediante los protocolos de EDI establecidos y de acuerdo con las normas y los procedimientos establecidos en el Informe de Grupo de Trabajo de EBT.

6 MÉTODOS PARA CELEBRAR Y TERMINAR ACUERDOS

El proceso de la Ciudad para celebrar, modificar, aplicar y terminar todos los acuerdos asociados con el Programa debe cumplir con los requisitos de la Carta de la Ciudad y las leyes estatales y federales. Cuando sea necesario, se deben seguir los procedimientos descritos en MGL, capítulo 30B. Otros acuerdos se pueden celebrar, modificar o terminar de acuerdo con las leyes y las disposiciones expresas del acuerdo pertinente.

Antes de la finalización del ESA inicial, el Consultor será responsable de llevar a cabo otro proceso de licitación para un nuevo ESA. El alcalde es responsable de ejecutar un nuevo ESA. Se notificará a los clientes a través de comunicados de prensa y avisos públicos. No se enviarán por correo nuevos avisos de exclusión. La Ciudad no utilizará mensajes o anexos en las facturas. Sin embargo, Eversource puede incluir mensajes en las facturas para notificar a los consumidores sobre el cambio de proveedor. El nuevo proveedor se encargará del traspaso de los clientes del proveedor existente al nuevo proveedor, en coordinación con Eversource, mediante los protocolos de EDI establecidos.

La Ciudad notificará a Eversource sobre la terminación o extensión planificada del Programa. En particular, la Ciudad notificará a Eversource:

- 90 días antes de la terminación planificada del Programa;
- 90 días antes de la finalización del plazo anticipado del ESA del Programa;
- 4 días hábiles después de la negociación exitosa de un nuevo acuerdo de servicio eléctrico.

Con respecto a la terminación planificada del Programa, la Ciudad también notificará al director de la División de Consumidores del Departamento al mismo tiempo que notifica a Eversource (es decir, con 90 días de anticipación). Dicha notificación al Departamento incluirá copias de todos los avisos públicos, los comunicados de prensa, las publicaciones en el ayuntamiento y los sitios web, y cualquier otra comunicación que la Ciudad pretenda proporcionar a los consumidores con respecto a la terminación del Programa y el regreso de los consumidores participantes al Servicio Básico de Eversource.

7 FIJACIÓN DE TARIFAS, COSTOS Y FACTURACIÓN

Las tarifas y los términos según los cuales la Ciudad ofrecerá el Programa se negociarán con los Proveedores Competitivos. Todos los cargos que el Proveedor Competitivo cobre al consumidor participante se divulgarán de manera completa y visible en el proceso de notificación.

Eversource continuará proporcionando las lecturas del medidor, la facturación y el mantenimiento del sistema de distribución como una función monopólica regulada. El Departamento regula los cargos por la lectura de los medidores, la facturación y otros servicios de distribución, a menos que se disponga lo contrario según las leyes o las normas y regulaciones del Departamento.

7.1 FIJACIÓN DE TARIFAS

Según las disposiciones del Departamento, Eversource fija la clasificación de tarifas y el carácter correspondiente del servicio y las tarifas reguladas asociadas. Estas tarifas incluyen un cargo de cliente mensual, un cargo de distribución, un cargo de transmisión, un cargo de transición, un cargo de ahorro energético y un cargo de energía renovable que actualmente constituyen una sección de la factura del contribuyente. Si bien la Ciudad, o su Consultor, puede participar en los procedimientos regulatorios y representar los intereses de los contribuyentes con respecto a estas tarifas reguladas, no fijará ni modificará las clasificaciones de tarifas existentes sin autorización del Departamento. [Consulte la sección 7.3 para ver un ejemplo de una factura residencial típica].

El eje central de la Ciudad, como se mencionó anteriormente, será la adquisición de precios y condiciones competitivos para el suministro de energía; sin embargo, no se pueden garantizar ahorros. Los precios se fijarán a través del proceso de licitación competitiva y negociación, y se mencionarán en la factura del consumidor participante como “generation charge” (cargo de generación de energía).

En el proceso de licitación competitiva, se buscarán precios que difieran de las clasificaciones de tarifas establecidas por Eversource. Los términos y condiciones de servicio también pueden variar entre las clasificaciones de tarifas.

Todo impuesto aplicable se facturará como parte del cargo por suministro de energía del Programa. Los consumidores participantes son responsables de identificar y solicitar una exención al cobro de impuestos, para lo cual deben proporcionar la documentación correspondiente al Proveedor Competitivo.

La Ciudad garantizará que los consumidores participantes estén al tanto de cualquier cambio en el precio del Programa y en las ofertas de productos. Esto se llevará a cabo mediante correo postal, comunicaciones electrónicas, los medios de comunicación, y reuniones y presentaciones públicas. Específicamente, la Ciudad notificará a los consumidores a través de los siguientes métodos: notificación por correo directo a los consumidores participantes (se recibirá en un plazo de 30 días como máximo antes de la fecha de entrada en vigencia del cambio de precio); sitios web de la Ciudad y del Programa; comunicados de prensa y programas de televisión por cable local y presentaciones en el ayuntamiento. Además, se colocarán avisos en periódicos, el ayuntamiento y edificios públicos (p. ej., bibliotecas, centro para adultos mayores, etc.). En dichas notificaciones, se describirán los detalles del Programa, incluido el precio, los términos, los cargos, las ofertas de productos (p. ej., contenido sobre energía renovable), el número telefónico gratuito y se informará a los consumidores participantes que pueden optar por excluirse del Programa en cualquier momento y regresar al Servicio Básico sin ningún cargo.

Al menos 30 días antes de la fecha de entrada en vigencia del plazo del nuevo contrato de suministro, se notificará dicho cambio a los consumidores participantes por correo. A los consumidores participantes que estén inscritos (i) en el producto estándar del Programa o (ii) en un producto opcional que se volverá a ofrecer en el nuevo contrato, se les notificará que se los volverá a inscribir en la misma oferta de producto a menos que afirmen expresamente que optan por excluirse o inscribirse en otro producto. Los consumidores participantes inscritos en un producto opcional del Programa que (i) no se ofrecerá conforme al nuevo contrato, o (ii) que ya no cumple con la oferta del producto según su descripción original, podrán elegir una nueva oferta de producto u optar por excluirse. Cualquier consumidor que no seleccione una opción o no opte por excluirse se inscribirá en el producto estándar del Programa.

Si hay algún cambio en la ley² que origine un aumento directo e importante en los costos o impuestos durante el plazo del ESA (consulte artículo 17 del ESA), la Ciudad intentará negociar un cambio en el precio u otras condiciones del Programa con el Proveedor Competitivo. Al menos 30 días antes de la implementación de dicho cambio, la Ciudad notificará a los consumidores participantes sobre dicho cambio en los precios, como se describió anteriormente.

Además, la Ciudad notificará al director de la División de Consumidores del Departamento antes de la implementación de dicho cambio en los precios del Programa en relación con un cambio en la ley (p. ej., evento regulatorio o impuestos nuevos). Dicha notificación al Departamento se llevará a cabo al menos 10 días antes de la notificación de la Ciudad a los consumidores participantes e incluirá copias de la notificación enviada, los avisos públicos, los comunicados de prensa, las publicaciones en el ayuntamiento y los sitios web, y cualquier otra comunicación que la Ciudad pretenda proporcionar a los consumidores con respecto al cambio en los precios del Programa.

En el caso de que el ESA finalice como consecuencia de un conflicto con respecto a un cambio en la ley, la Ciudad seguirá los procedimientos para la terminación del Programa. [Consulte la sección 5.2 y la sección 6 para obtener más información sobre el proceso de terminación].

² El término “cambio en la ley” define los términos “evento regulatorio” e “impuestos nuevos” según se usan dichos términos en el artículo 17 del ESA.

7.2 COSTOS

El financiamiento del Programa se obtiene de un honorario de consultoría de \$0,001 por kWh que el Proveedor Competitivo debe pagar al Consultor.

Además, la Ciudad puede financiar los costos de personal asociados al puesto de responsable de la coordinación de Sostenibilidad para respaldar las operaciones de su Programa de Agrupación a través de un Agregado Operativo equivalente a \$0.001 por kWh, como máximo, que el Proveedor Competitivo debe pagar a la Ciudad.

7.3 FACTURACIÓN

El Proveedor Competitivo contratado se encargará de la facturación de los consumidores participantes en virtud del Programa de la Ciudad y la incluirá en la facturación mensual estándar de servicios públicos. Los consumidores participantes recibirán una “factura completa” de Eversource que incluye el cargo por suministro de energía y los cargos por prestación de Eversource. La factura incluirá una descripción clara de todos los cargos regulados y no regulados.

En una “factura completa” residencial típica de un consumo de 600 kWh, se muestran los siguientes cargos del Servicio Básico de Eversource de enero de 2023:

Para clientes con un consumo mensual de 600 kWh		
	Tarifa (\$/kWh)	Cargo
Detalle de los servicios del proveedor (Tarifa: Servicio básico)		
Cargo por los servicios de generación de energía	\$0.21991	\$131.95
Monto total por los servicios del proveedor		\$131.95
Detalle de prestación de servicios (Tarifa: R1 Residencial)		
Cargo de cliente		\$10.00
Cargo por la distribución de energía	\$0.05243	\$31.46
Cargo de traspaso	(\$0.00411)	(\$2.47)
Cargo de transmisión	\$0.03812	\$22.87
Cláusula de ajuste de asistencia residencial	\$0.01376	\$8.26
Mecanismo de ajuste según las pensiones y otros beneficios posteriores a la jubilación distintos de las pensiones (Post-retirement Benefits Other than Pension, PBOP)	(\$0.00091)	(\$0.55)
Ajuste del costo del Servicio Básico	\$0.00318	\$1.91
Recargo por la obtención de la medición neta	\$0.00750	\$4.50
Ajuste del costo del Programa de Energía Solar	(\$0.00005)	(\$0.03)
Cargo de energía renovable	\$0.00050	\$0.30
Cargo del Programa de Eficiencia Energética	\$0.02233	\$13.40
Gastos de consultoría del fiscal general	\$0.00003	\$0.02

Ajuste del costo de la reserva de recuperación tras temporales	\$0.00312	\$1.87
Ajuste de costos exógenos	\$0.00100	\$0.60
Ajuste por desvinculación de ingresos	\$0.00304	\$1.82
Ajuste de los contratos renovables a largo plazo	(\$0.00306)	(\$1.84)
Cargos por la gestión de la vegetación	\$0.00140	\$0.84
Cargos por la recuperación de los costos de ampliación del Programa de Energía Solar	(\$0.00039)	(\$0.23)
Cargos por el factor de modernización de la red	\$0.00186	\$1.12
Cargos por el factor de crédito de la Ley Tributaria	(\$0.00161)	(\$0.97)
Cargos por la energía solar distribuida	\$0.00469	\$2.81
Cargos por la infraestructura de medidores avanzados	\$0.00318	\$1.91
Monto total por servicios prestados		\$97.61
Total de factura promedio		\$229.56

Fuentes:

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>

<https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-delivery-rates>

Fecha de consulta: 1.º de enero de 2023

8 ACCESO UNIVERSAL

El “acceso universal” es un término que proviene del entorno tradicional de los servicios públicos regulados en el cual todos los consumidores que deseen un servicio reciben dicho servicio. La Guía para la Agrupación Municipal de Servicios de Electricidad de DOER de Massachusetts define el acceso universal como “la disponibilidad de servicios de electricidad suficientes para satisfacer las necesidades básicas (un conjunto de servicios básicos en evolución) para prácticamente todos los miembros de la población, independientemente de su ingreso”. La Guía también proporciona un plan de agrupación municipal que cumple con los requisitos del acceso universal “al brindar a todos los consumidores dentro de sus límites, la oportunidad de participar, ya sea que se cuenten actualmente con el Servicio Básico o el servicio de suministro de un Proveedor Competitivo”. A los fines del Programa de la Ciudad, esto significa que todos los consumidores existentes dentro de los límites de la Ciudad y todos los nuevos consumidores de la Ciudad serán elegibles para el servicio del Proveedor Competitivo conforme a los Términos y Condiciones del contrato. Una de las metas de la Ciudad, como se indica en la sección 2.3, es “Sentar las bases para la agrupación de consumidores elegibles sin discriminación”.

El servicio en virtud del Programa de la Ciudad incluirá clasificaciones de tarifas acordes a los principios y requisitos del servicio universal, y las prácticas tradicionales de no discriminación del gobierno local. Los contratos con los Proveedores Competitivos incluirán disposiciones que permitan mantener estos principios y el trato equitativo para todas las clasificaciones de tarifas.

Los consumidores elegibles existentes de la Ciudad se transferirán al Programa, a menos que hayan optado expresamente por excluirse del Programa.

Los consumidores elegibles de bajos ingresos estarán sujetos a todas las disposiciones existentes de las leyes estatales con respecto a su derecho de regresar al Servicio Básico, como así también de participar en el Programa.

Los nuevos consumidores elegibles de la Ciudad se inscribirán en el Programa, a menos que hayan optado expresamente por excluirse del Programa. Los nuevos consumidores elegibles conservarán el derecho de excluirse en cualquier momento, luego del inicio del servicio del Programa.

Los consumidores elegibles que anteriormente hayan optado por excluirse del Programa, a excepción de los consumidores considerados como grandes industrias, pueden solicitar su reinscripción en el Programa. El Proveedor Competitivo de la Ciudad volverá a inscribir a dichos consumidores elegibles con la tarifa del Programa vigente en ese momento.

Los consumidores que reciban servicio competitivo, a excepción de los consumidores considerados como grandes industrias, pueden optar expresamente por excluirse y solicitar su reinscripción en el Programa. El Proveedor Competitivo de la Ciudad inscribirá a dichos consumidores con la tarifa del Programa vigente en ese momento.

Los consumidores considerados como grandes industrias que anteriormente hayan optado por excluirse del Programa o que reciban servicio del suministro competitivo, puede solicitar su incorporación en el Programa. Debido al consumo mensual elevado de dichos consumidores, la inscripción puede hacerse según el precio del mercado vigente en ese momento.

A continuación, se resumen los procedimientos de inscripción:

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión.			
Nuevos Consumidores Elegibles después del lanzamiento del Programa	• Se los inscribirá inicialmente en el Servicio Básico. • Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión. • Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.			• Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.

Consumidores que optan por excluirse y, luego, desean reinscribirse	• Pueden solicitar la reinscripción en cualquier momento.
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Pueden solicitar la inscripción en cualquier momento.

A continuación, se resumen los procedimientos de fijación de precios:

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Tarifa del Programa para el producto estándar			
Nuevos Consumidores Elegibles después del lanzamiento del Programa	• Tarifa del Programa para el producto estándar			• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores que optan por excluirse y, luego, desean reinscribirse	• Tarifa del Programa para el producto seleccionado			• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Tarifa del Programa para el producto seleccionado			• Precio de mercado vigente en ese momento para el producto seleccionado

9 TRATO EQUITATIVO DE LOS CONTRIBUYENTES

Todos los contribuyentes recibirán un trato equitativo. Se les garantizará el derecho a plantear y resolver conflictos con el Proveedor Competitivo; se les brindarán todas las notificaciones y toda la información necesarias y siempre conservarán el derecho a optar por excluirse del Programa de la Ciudad, según lo descrito en el presente, como así también a cambiar de Proveedor Competitivo. Sin embargo, el requisito de trato equitativo de todos los contribuyentes, no exige que se les ofrezca los mismos precios o términos y condiciones a todos los contribuyentes. Imponer dicha interpretación a los requisitos reglamentarios que rigen los programas de agrupación municipal, en efecto, daría lugar a un trato desigual, ya que intentar aplicar los mismos precios, términos y condiciones a contribuyentes con características muy dispares tendría el efecto inevitable de otorgar a algunos contribuyentes un servicio más favorable que a otros. En

su lugar, las clasificaciones de tarifas que se encuentran en una situación similar se tratarán de manera equitativa. La implementación del Programa reconocerá esta realidad a través de las distinciones correspondientes en los precios y, según corresponda, los términos y condiciones entre los contribuyentes.

10 SEGURIDAD

La “seguridad” en el suministro de energía y en la transmisión y distribución es esencial para los consumidores. El Programa se encargará de lograr y reforzar la seguridad en distintos niveles mediante lo siguiente:

- disposiciones del contrato que incluirán información sobre la seguridad del suministro, responsabilidades y medidas ante daños;
- procedimientos tradicionales relacionados con los servicios de transmisión y distribución de Eversource;
- diálogo directo con Eversource con respecto a problemas generales y específicos relacionados con la calidad y la seguridad del servicio de transmisión y distribución de la Ciudad.

11 DIVULGACIÓN DE INFORMACIÓN

La Ciudad brindará información de divulgación exigida conforme a MGL, capítulo 164, sección 1F(6) y al Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), título 220, sección 11.06. Al igual que con otras agrupaciones de Massachusetts, la Ciudad solicitó una exención del requisito de que un Proveedor Competitivo envíe por correo una etiqueta de divulgación de información directamente a los consumidores participantes cada tres meses, y, en su lugar, solicita autorización para brindar información con respecto a las fuentes de combustible, emisiones y características laborales por otros medios, como comunicados de prensa, anuncios en el ayuntamiento y publicaciones en los sitios web del Programa y de la Ciudad. Según la información disponible, la Ciudad y CPG consideran que otros medios son igualmente o incluso más efectivos para proporcionar la información exigida por el estatuto y las regulaciones. Debido a que el Departamento autoriza otros programas de agrupación municipales, esta estrategia alternativa de divulgación de información permitirá al Proveedor Competitivo brindar la información necesaria a los consumidores participantes con la misma efectividad que los envíos por correo trimestrales exigidos conforme a CMR, título 220, sección 11.06(4)(c).

12 DERECHOS Y RESPONSABILIDADES DE LOS PARTICIPANTES

12.1 DERECHOS

Todos los consumidores participantes gozarán de las protecciones de la ley que se le conceden, en su versión actual, o según sus enmiendas periódicas. Esto incluye el derecho a cuestionar la facturación, la calidad del servicio o sus prácticas. En virtud de protocolos elaborados por el Departamento, los problemas relacionados con la facturación o el servicio se deben plantear a las partes correspondientes. Todos los consumidores elegibles gozarán además del derecho individual a rechazar su participación en el Programa de la Ciudad.

12.2 RESPONSABILIDADES

Todos los consumidores participantes deben cumplir con todas las normas y responsabilidades exigidas por el Departamento, incluido el pago de las facturas y el acceso a las lecturas del medidor necesarias y a otros equipos para que se lleven a cabo las operaciones de servicios públicos que correspondan.

13 BENEFICIOS DE LA AGRUPACIÓN MUNICIPAL

El Programa funciona conforme a las restricciones de las leyes estatales y refleja una gama de resultados y oportunidades:

13.1 PARTICIPACIÓN EN EL MERCADO COMPETITIVO

Muchos consumidores carecen del conocimiento y la influencia para negociar los términos del suministro de energía. El encargado de la agrupación municipal les brinda una opción de representación profesional y la influencia de un grupo grande para que puedan participar de una manera más efectiva en el proceso competitivo y lograr beneficios. Sin embargo, no se puede garantizar el ahorro.

13.2 ELECCIÓN DE OTRO PROVEEDOR

Debido a que la ley garantiza el derecho a optar por excluirse, incluido el derecho a elegir el Servicio Básico sin ningún cargo, todos los consumidores elegibles tienen el derecho a elegir un Proveedor Competitivo distinto del elegido por el alcalde y el Consejo Municipal.

13.3 INDEMNIZACIÓN Y RIESGOS ASOCIADOS CON EL MERCADO COMPETITIVO

En un mercado competitivo, es posible que el incumplimiento del servicio de parte de un Proveedor Competitivo dé lugar a la necesidad de los consumidores participantes de adquirir otro suministro de energía, o de que reciban servicios de energía según los precios del Servicio Básico. La Ciudad intentará reducir este riesgo mediante la contratación de Proveedores Competitivos de buena reputación que demuestren un servicio confiable. Además, la Ciudad procura incluir condiciones en su contrato con un Proveedor Competitivo que especifiquen que indemnizará a los consumidores participantes frente a riesgos o problemas con el servicio de suministro de energía.

14 REQUISITOS RELACIONADOS CON EL SERVICIO AGRUPADO

La Ciudad cumplirá con los requisitos establecidos por ley y las normas establecidas por el Departamento con respecto al servicio agrupado.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

PLAN DE ASESORAMIENTO Y DIFUSIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

1 DESCRIPCIÓN GENERAL Y OBJETIVO

La Ley General de Massachusetts (Massachusetts General Law, MGL), capítulo 164, sección 134(a) exige que los encargados de la agrupación municipal “informen completamente a los contribuyentes participantes con anticipación a la inscripción automática que serán inscritos automáticamente y que tienen derecho a optar por excluirse de la entidad agrupada sin penalización. Además, dicha divulgación deberá especificar de manera evidente todos los cargos que se realizarán y deberá incluir información detallada sobre la tarifa del servicio básico, cómo acceder a este y su disponibilidad sin penalización”.

El componente Plan de Asesoramiento y Difusión (“Plan de Asesoramiento”) del Programa de Suministro de Energía de Elección Comunitaria (“Programa”) de la Ciudad de Springfield (“Ciudad”), antes publicado con el nombre de Programa Ecológico de Agrupación Municipal, tiene un enfoque dual. El primero consiste en el asesoramiento general a través del cual, la Ciudad, con asistencia de su consultor de agrupación municipal, proveerá información a los consumidores elegibles a través de los medios de comunicación, comunicaciones electrónicas y presentaciones públicas. El segundo consiste en la notificación por correo directo que se enviará a los consumidores elegibles y que incluirá información con respecto a la participación y los derechos.

El objetivo del Plan de Asesoramiento de la Ciudad es concientizar y brindar información a los consumidores elegibles sobre oportunidades, opciones y derechos relacionados con la participación en el Programa.

El Plan de Asesoramiento consta de dos partes:

- a) Asesoramiento general: Se brindará información sobre el Programa a los consumidores elegibles a través de los medios de comunicación, reuniones y presentaciones públicas, y comunicaciones electrónicas.
- b) Notificación por correo directo: Se brindará información por correo directo a los consumidores elegibles con respecto a la participación y los derechos, además de los términos y una comparación de precios.

La iniciativa de asesoramiento general proporcionará un contexto amplio para las notificaciones por correo directo, lo que impulsará la difusión de los correos y su objetivo, y permitirá reforzar la información más importante.

1.1 ASESORAMIENTO GENERAL

El asesoramiento general proporcionará una descripción del Programa a los consumidores elegibles. Consistirá en una iniciativa de relaciones públicas, difusión de publicidad, presentaciones públicas y fuentes de información electrónica (p. ej., número telefónico gratuito, sitios web, etc.). El asesoramiento general proporcionará información específica sobre el Programa y maximizará el impacto de las notificaciones por correo directo, lo que permitirá crear un entorno de concientización pública.

1.1.1 Conferencia de prensa

El lanzamiento inicial del Programa consistirá en un evento mediático con representantes de la Ciudad, el Proveedor Competitivo y su consultor de agrupación municipal, Colonial Power Group, Inc. (CPG). Este evento se diseñará para mejorar la comprensión del Programa de manera global, incluidos los derechos y los beneficios del consumidor. Se invitará a representantes de la prensa escrita y audiovisual local y regional para que participen.

Se armará un paquete de prensa para presentar el Programa. Se incluirán los siguientes materiales:

- a) comunicado de prensa;
- b) información general;
- c) información sobre desregulación y posibilidad de elección;
- d) preguntas frecuentes.

1.1.2 Difusión a través de los medios de comunicación

Luego del lanzamiento del Programa, la difusión a través de los medios de comunicación continuará en programas de televisión por cable local, periódicos y fuentes de Internet para proporcionar más asesoramiento al público, y describir el Programa y el proceso de elección de exclusión y proporcionar el número telefónico gratuito. La difusión incluirá anuncios de servicios públicos (Public Service Announcement, PSA), organización de entrevistas a voceros

del Programa en medios informativos locales y la garantía de una presencia positiva en los medios de comunicación.

Se distribuirá una serie de comunicados de prensa para alcanzar los objetivos mencionados anteriormente. Los comunicados de prensa de seguimiento permitirán actualizar a los medios de comunicación sobre el estado del progreso del Programa.

Lista de ejemplos de medios de comunicación:

- a) The Republican
- b) The Reminder
- c) MassLive.com
- d) WGGB
- e) WWLP
- f) Televisión por cable local: canales 12, 15 y 17, Focus Springfield Community Access TV
- g) Medios de comunicación públicos de New England
- h) Estaciones de radio locales: Rock102, WAMC, WHYN, WMAS

1.1.3 Notas y anuncios públicos

Las notas en periódicos y en el Ayuntamiento que describen el programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito reforzarán aún más los detalles del Programa. Los anuncios se colocarán en edificios públicos (p. ej., bibliotecas centrales y sucursales, centros para adultos mayores, centros comunitarios, juntas vecinales y asociaciones cívicas, etc.), lo cual generará la repetición necesaria de mensajes para motivar la acción de los consumidores, concientizar y facilitar la comprensión.

1.1.4 Centro de Atención al Cliente

CPG mantendrá un número telefónico gratuito para responder las preguntas de los consumidores elegibles con respecto al Programa, la desregulación, el proceso de elección de exclusión, el precio y otras cuestiones que puedan surgir. El Centro de Atención al Cliente de CPG tiene la capacidad de brindar servicios de interpretación en más de 200 idiomas.

1.1.5 Sitio web

Toda la información relacionada con el Programa se publicará en el sitio web del Programa a cargo del consultor de agrupación municipal (<https://colonialpowergroup.com/springfield/>), cuyo enlace se proporciona en el sitio web de la Ciudad.

En el sitio web del Programa, se indicará si la Ciudad elige financiar los costos de personal asociados con el puesto de gerente de Energía a través de un Agregado Operativo. El sitio web del Programa incluirá enlaces a Eversource Energy, anteriormente WMECo (“Distribuidor local”), el Departamento de Recursos Energéticos de Massachusetts (Massachusetts Department of Energy Resources, DOER), el Departamento de Servicios Públicos de Massachusetts (“Departamento”) y el Proveedor Competitivo de la Ciudad.

En el sitio web del Programa, se incluirá un documento con preguntas frecuentes (Frequently Asked Questions, FAQ) elaborado por CPG, en el que se expondrán preguntas y respuestas previstas en un lenguaje claro que al público general le resulte fácil comprender. Este documento se actualizará según sea necesario en función de las preguntas que reciban la Ciudad y CPG.

Como mínimo, la Ciudad deberá proveer información básica sobre el Programa en una ubicación visible en el sitio web con los enlaces correspondientes al sitio web del Programa. Todos los documentos del Programa de la Ciudad (incluido el Plan de Agrupación aprobado por el Departamento, el Plan de Asesoramiento, la notificación de exclusión y el Acuerdo de Servicio Eléctrico firmado) y todos los materiales de asesoramiento estarán disponibles y actualizados en el sitio web del Programa.

1.1.6 Servicios de traducción

El sitio web de CPG cuenta con servicios de traducción. Esto permite traducir toda la información relacionada con el Programa a más de 100 idiomas. La Ciudad proporcionará cualquier servicio de traducción adicional que considere necesario o apropiado para los consumidores elegibles a quienes resulte difícil contactar, para quienes el inglés no sea su idioma principal o para quienes consideren que “no hablan muy bien” inglés.

1.1.7 Presentaciones públicas

CPG ofrecerá un mínimo de tres (3) presentaciones públicas presenciales en toda la ciudad que serán abiertas y estarán a disposición del público general. Las presentaciones se realizarán por la noche o los fines de semana a fin de garantizar la máxima participación pública. Además, se llevarán a cabo en distintas ubicaciones geográficas de toda la Ciudad en espacios públicos que sean accesibles para las personas con discapacidad y por donde circule el transporte público. Los lugares, los horarios y las fechas se determinarán en colaboración con las autoridades municipales pertinentes.

CPG asistirá a las presentaciones públicas ante el Consejo Municipal, entre las que se incluyen las presentaciones necesarias de los subcomités y las presentaciones ante el Consejo Municipal en general.

CPG ofrecerá presentaciones públicas a cualquier grupo de la comunidad interesado. La Ciudad intentará identificar y trabajar con la comunidad y los grupos vecinales adecuados para apoyar las iniciativas de asesoramiento y difusión. La Ciudad intentará aprovechar las listas existentes de correo electrónico y los boletines informativos para garantizar que los consumidores reciban información precisa y oportuna.

Ejemplo de grupos de la comunidad:

- a) Asuntos de Adultos Mayores o Consejo sobre la Tercera Edad de Springfield
- b) Servicios para Veteranos de Springfield
- c) Juntas vecinales y asociaciones cívicas de Springfield
- d) Cámara de Comercio Regional de Springfield

- e) Iniciativa de Justicia Climática mediante LiveWell Springfield y el Instituto de Salud Pública del Oeste de Massachusetts
- f) Consejo de Política Alimentaria de Springfield mediante Gardening for the Community
- g) Coalición de LiveWell Springfield mediante el Instituto de Salud Pública del Oeste de Massachusetts

1.1.8 Discapacidades físicas

La Ciudad utilizará tecnología de asistencia para garantizar que se informe a todos los consumidores elegibles, incluidas las personas con discapacidades físicas que requieran asistencia visual o auditiva. Las sesiones informativas tendrán lugar en ubicaciones de fácil acceso, generalmente el Ayuntamiento, centros para adultos mayores o bibliotecas. Los consumidores que necesiten asistencia (p. ej., las personas sordas o con discapacidades auditivas, ciegas o con cualquier otra discapacidad visual) tendrán la oportunidad de solicitar tecnología de asistencia con anticipación a dichas presentaciones públicas. En caso de que las sesiones informativas no se puedan llevar a cabo de manera presencial, se realizarán por Internet, lo que facilitará el acceso a consumidores con movilidad reducida.

La notificación de elección de exclusión incluirá un Documento de Acceso Lingüístico por separado, en el que se brindarán instrucciones sobre cómo los consumidores pueden recibir asistencia visual o auditiva para acceder a la información del Programa.

1.1.9 Divulgación de información

La Ciudad brindará información de divulgación exigida conforme a MGL, capítulo 164, sección 1F(6) y al Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), título 220, sección 11.06. Al igual que con otras agrupaciones de Massachusetts, la Ciudad solicitó una exención del requisito de que un Proveedor Competitivo envíe por correo una etiqueta de divulgación de información directamente a los consumidores participantes cada tres meses, y, en su lugar, solicita autorización para brindar información con respecto a las fuentes de combustible, emisiones y características laborales por otros medios, como comunicados de prensa, anuncios en el ayuntamiento y publicaciones en los sitios web del Programa y de la Ciudad. Según la información disponible, la Ciudad y CPG consideran que otros medios son igualmente o incluso más efectivos para proporcionar la información exigida por el estatuto y las regulaciones. Debido a que el Departamento autoriza otros programas de agrupación municipales, esta estrategia alternativa de divulgación de información permitirá al Proveedor Competitivo brindar la información necesaria a los consumidores participantes con la misma efectividad que los envíos por correo trimestrales exigidos conforme a CMR, título 220, sección 11.06(4)(c).

1.1.10 Asesoramiento continuo y difusión

Una vez que el Programa esté en marcha, se continuará con el asesoramiento y la difusión. Se utilizarán muchos de los mismos vehículos que se utilizaron antes del lanzamiento y en el transcurso del lanzamiento del Programa para garantizar que los consumidores participantes

reciban novedades de manera oportuna con respecto al progreso del Programa y avisos sobre cualquier cambio en los precios y las ofertas de productos. Esto se llevará a cabo mediante correo postal, comunicaciones electrónicas, los medios de comunicación, y reuniones y presentaciones públicas. Específicamente, la Ciudad notificará a los consumidores a través de los siguientes medios: notificación por correo directo a los consumidores participantes (se recibirá en un plazo de 30 días como máximo antes de la fecha de entrada en vigencia del cambio de precio), sitios web de la Ciudad y del Programa, comunicados de prensa y programas de televisión por cable local, y presentaciones ante el Consejo Municipal, ante el público general en distintos lugares de la comunidad y ante cualquier grupo de la comunidad interesado (p. ej., Asuntos de Adultos Mayores o Consejo sobre la Tercera Edad, etc.). Además, se colocarán avisos en periódicos, el Consejo Municipal y edificios públicos (p. ej., bibliotecas centrales y sucursales, centros para adultos mayores, centros comunitarios, juntas vecinales y asociaciones cívicas, etc.). En dichas notificaciones, se describirán los detalles del Programa, incluido el precio, los términos, los cargos, las ofertas de productos (p. ej., contenido sobre energía renovable), el número telefónico gratuito y se informará a los consumidores participantes que pueden optar por excluirse del Programa en cualquier momento y regresar al Servicio Básico sin ningún cargo. CPG mantendrá un número telefónico gratuito para responder las preguntas de los consumidores elegibles y participantes con respecto al Programa, información sobre precios, ofertas de productos y otras cuestiones que puedan surgir.

Para atender a los consumidores que tengan un dominio limitado del inglés o que requieran asistencia visual o auditiva, la Ciudad puede aprovechar muchos de los mismos vehículos que se utilizaron antes del lanzamiento y en el transcurso del lanzamiento del Programa, lo que garantizará que los consumidores participantes estén al tanto de cualquier cambio en el precio y las ofertas de productos del Programa. El sitio web de CPG cuenta con servicios de traducción en más de 100 idiomas. El Centro de Atención al Cliente de CPG tiene la capacidad de brindar servicios de interpretación en más de 200 idiomas. En el Documento de Acceso Lingüístico adjunto a la notificación de elección de exclusión, se incluirán mensajes importantes traducidos a más de 26 idiomas y el número telefónico TTY de MassRelay tanto para consumidores de habla inglesa como de habla hispana. Por último, se ofrece atención al cliente tanto por vía oral a través del número telefónico gratuito de CPG como por Internet a través de un formulario web de CPG.

En caso de que el Programa finalice, la Ciudad deberá seguir los procedimientos descritos en el Plan de Agrupación aprobado por el Departamento para notificar a los consumidores participantes, al Distribuidor Local y al director de la División de Consumidores del Departamento.

1.2 NOTIFICACIÓN POR CORREO DIRECTO

1.2.1 Elección de exclusión

La notificación de elección de exclusión se enviará por correo estándar a la dirección de facturación de cada consumidor elegible que reciba el Servicio Básico. En el sobre de la notificación, se indicará de manera evidente que contiene información sensible relacionada con el Programa. La notificación incluirá una carta con la descripción del Programa.

La carta incluirá lo siguiente:

- a) Presentación y descripción del Programa e información con respecto a la participación y los derechos.
- b) Información para los consumidores elegibles sobre su derecho a optar por excluirse de la entidad agrupada sin penalización.
- c) Detalle visible de todos los cargos que se realizarán, una comparación de los precios y los principales términos del Proveedor Competitivo y el Servicio Básico. Además se indicará que no se puede garantizar el ahorro.
- d) Notificación para los consumidores elegibles sobre si la Ciudad elige financiar los costos de personal asociados con el puesto de gerente de Energía a través de un Agregado Operativo.
- e) Explicación del proceso de elección de exclusión.
- f) Notificación para los consumidores elegibles sobre si la Ciudad elige ofrecer un producto opcional y explicación del proceso de elección de exclusión.
- g) Instrucciones para los consumidores a quienes resulte difícil contactar, para quienes el inglés no sea su idioma principal o para quienes consideren que “no hablan muy bien” inglés (p. ej., número telefónico gratuito), o para quienes necesiten asistencia visual o auditiva.
- h) Información para los consumidores elegibles sobre el acceso a los recursos informativos públicos y la información de contacto del centro de llamadas o de la entidad correspondiente con la que los consumidores elegibles pueden comunicarse si tienen preguntas.

La notificación de elección de exclusión también incluirá un formulario de resumen del producto y una tarjeta de respuesta con una línea simple de selección y firma para los consumidores elegibles que no desean participar. Los consumidores elegibles tendrán un plazo de 30 días a partir de la fecha de recepción del correo para colocar un matasellos y enviar de regreso la tarjeta de respuesta de elección de exclusión en el sobre provisto con la dirección preimpresa. Las inscripciones en el Programa no comenzarán antes de los 37 días posteriores al envío de la notificación de elección de exclusión.

Al momento del inicio de los servicios, los nuevos consumidores elegibles (p. ej., consumidores que se mudaron a la Ciudad después del inicio del Programa) recibirán la misma información de elección de exclusión que el resto de los consumidores elegibles. Los nuevos consumidores elegibles se inscribirán en el Programa de acuerdo con las normas vigentes del Distribuidor local.

Al menos 30 días antes de la fecha de entrada en vigencia del plazo del nuevo contrato de suministro, se notificará dicho cambio a los consumidores participantes por correo. A los consumidores participantes que estén inscritos (i) en el producto estándar del Programa o (ii) en un producto opcional que se volverá a ofrecer en el nuevo contrato, se les notificará que se los volverá a inscribir en la misma oferta de producto a menos que afirmen expresamente que optan por excluirse o inscribirse en otro producto. Los consumidores participantes inscritos en un producto opcional del Programa que (i) no se ofrecerá conforme al nuevo contrato, o (ii) que ya no cumple con la oferta del producto según su descripción original, podrán elegir una nueva

oferta de producto u optar por excluirse. Cualquier consumidor que no seleccione una opción o no opte por excluirse se inscribirá en el producto estándar del Programa.

1.2.2 Dominio limitado del inglés

A continuación, se mencionan los idiomas que hablan los residentes de la Ciudad que consideran que “no hablan muy bien” inglés. La tabla supone una población total de 143,060 habitantes.

Idioma	“No habla muy bien” inglés	Porcentaje de la población total
Español	18.053	12.62%
Francés	116	0.08%
Francés criollo	204	0.14 %
Italiano	267	0.19%
Portugués	262	0.18%
Alemán	52	0.04%
Griego	12	0.01 %
Escandinavo	71	0.05 %
Griego	330	0.23%
Ruso	184	0.13%
Otro idioma eslavo	28	0.02 %
Persa	112	0.08%
Gujarati	12	0.01 %
Hindi	13	0.01 %
Urdu	24	0.02 %
Otro idioma índico	46	0.03%
Otro idioma indoeuropeo	61	0.04%
Chino	288	0.20 %
Japonés	9	0.01 %
Camboyano	26	0.02 %
Hmong	55	0.04%
Tailandés	11	0.01 %
Laosiano	15	0.01 %
Vietnamita	1.074	0.75%
Otro idioma asiático	92	0.06%
Tagalog	38	0.03%

Otro idioma de las Islas del Pacífico	7	0.00 %
Árabe	92	0.06%
Hebreo	21	0.01 %
Africano	221	0.15 %
Otro idioma no especificado	104	0.07 %
Total	21.900	15.30%

Programa: Encuesta sobre la Comunidad Estadounidense de 2015

Fuente:

<https://data.census.gov/table?q=b16001&g=060XX00US2501367000>

La notificación de elección de exclusión incluirá un Documento de Acceso Lingüístico por separado para garantizar que la correspondencia sea comprensible por todos los consumidores con un dominio limitado del inglés y otras necesidades de acceso de idioma. En el Documento de Acceso Lingüístico requerido, se incluirá el siguiente texto traducido a 26 idiomas.

Se adjunta una notificación importante de la Ciudad de Springfield con respecto a su servicio de electricidad. La notificación se debe traducir de inmediato. Si necesita ayuda, llame al número o visite el sitio web mencionados anteriormente”.

2 CRONOGRAMA

El siguiente cronograma supone la preparación oportuna de listas de correo, además de la disponibilidad de espacio y tiempo en los medios de comunicación. Las reuniones y presentaciones públicas se programarán mediante acuerdo mutuo. El asesoramiento continuo se prolongará luego del período de 47 días descrito a continuación a través de los medios de comunicación y el número telefónico gratuito.

- Día 0: Realización de conferencia de prensa para anunciar el Programa y presentar al Proveedor Competitivo.
- Día 1: Apertura del Centro de Atención al Cliente (número telefónico gratuito).
- Día 1: Envío de comunicado de prensa sobre la notificación por correo directo y la puesta en marcha del Centro de Atención al Cliente.
- Día 1: Publicación de información del Programa en los siguientes sitios web: CPG, la Ciudad y Proveedor Competitivo.
- Día 1 a 7: Colocación de anuncios en edificios públicos.
- Día 1 a 40: Presentaciones públicas para informar a los grupos de la comunidad sobre el Programa y los derechos de los consumidores elegibles.
- Día 1 a 40: Realización de entrevistas en los medios de comunicación con representantes del Programa, según sea necesario.

- Día 10: Envío de notificación por correo directo a cada consumidor elegible.
- Día 12 a 35: Colocación de anuncios en periódicos, que describen el programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito.
- Día 13: Recepción de la notificación de elección de exclusión por parte de los consumidores elegibles; inicio del período de elección de exclusión.
- Día 13 a 43: Devolución de la tarjeta de respuesta con elección de exclusión por parte de los consumidores elegibles en sobre prepagado.
- Día 14: Programa de televisión por cable local que describe el Programa y el proceso de elección de exclusión, y proporciona el número telefónico gratuito.
- Día 16 a 30: PSA que describen el Programa y el proceso de elección de exclusión, y proporcionan el número telefónico gratuito.
- Día 43: Fecha límite para que consumidores elegibles coloquen el matasellos en la tarjeta de respuesta de elección de exclusión.
- Día 47: Comienzo de las primeras inscripciones en el Programa de los consumidores elegibles que no optaron por la exclusión.
- Día 47 en adelante: Asesoramiento continuo a través de los medios de comunicación, el número telefónico gratuito y los correos individuales de elección de exclusión de los nuevos consumidores elegibles para el Servicio Básico.
- Día 90 en adelante: Seguimiento de los boletines informativos enviados que resumen el estado del Programa.

3 PRESUPUESTO

Método de notificación	Parte responsable	Costo estimado
Correo directo	Proveedor Competitivo	\$145.000
Conferencia de prensa	CPG	\$500
Televisión	CPG	\$500
Periódico	CPG	\$7500
Comunicaciones electrónicas	CPG	-----
Presentaciones públicas	CPG	-----

CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

CRONOGRAMA DE IMPLEMENTACIÓN

PREPARADO POR

COLONIAL POWER GROUP, INC.

Firma del Acuerdo de Servicio Eléctrico (Electric Service Agreement, ESA) con el Proveedor Competitivo:	1 de octubre de 2024
Recepción de la información de los consumidores elegibles de Eversource por parte del Proveedor Competitivo:	3 de octubre de 2024
Entrega del ESA al Departamento y otros:	3 de octubre de 2024
Conferencia de prensa para presentar al Proveedor Competitivo:	4 de octubre de 2024
Puesta en marcha del Centro de Atención al Cliente:	5 de octubre de 2024
Actualización de los sitios web (p. ej., CPG, la Ciudad, Proveedor Competitivo):	8 de octubre de 2024
Colocación de anuncios en edificios públicos (p. ej., Ayuntamiento, etc.):	8 de octubre de 2024
Envío de notificaciones a consumidores elegibles:	8 de octubre de 2024
Corrección de problemas con las direcciones y envío de notificaciones por correo:	lo antes posible
Recepción de direcciones de consumidores nuevos y envío de notificaciones por correo:	lo antes posible
Publicación de anuncios en periódicos y anuncios de servicios públicos (Public Service Announcement, PSA) en televisión por aire y por cable:	del 8 de octubre al 8 de noviembre de 2024
Fecha límite de la opción de exclusión por parte de consumidores elegibles:	15 de noviembre de 2024
Eliminación de las últimas elecciones de exclusión del archivo de consumidores participantes:	16 y 17 de noviembre de 2024
Traspaso de los consumidores participantes al Proveedor Competitivo:	del 17 al 20 de noviembre de 2024
Inicio del servicio con el Proveedor Competitivo:	1 de diciembre de 2024

El cronograma de implementación solo tiene fines representativos.
Las fechas están sujetas a cambio en función de la recepción de las autorizaciones necesarias.



CIUDAD DE SPRINGFIELD
PROGRAMA DE SUMINISTRO DE ENERGÍA DE
ELECCIÓN COMUNITARIA
NOTIFICACIÓN PARA EL CONSUMIDOR

<Día> de <Mes>, <Año>

Estimado consumidor del Servicio Básico de Springfield:

La Ciudad de Springfield se complace en anunciar que _____ ha sido elegido como el proveedor del Programa de Suministro de Energía de Elección Comunitaria (el “Programa”). Este Programa es un agregado municipal que permite que el gobierno local combine el poder de compra de sus residentes y empresas para proveerles una alternativa al Servicio básico de Eversource (M.G.L. [Leyes Generales de Massachusetts] c. 164, art. 134). Este Programa solo afecta la parte del suministro de su factura mensual. No afectará lo referido a la entrega de su factura mensual. Eversource continuará suministrando electricidad pero Springfield ha elegido el proveedor para el Programa. _____ se encargará del suministro de energía eléctrica para todos los consumidores que actualmente cuentan con el Servicio Básico en Springfield. Esta carta tiene el fin de informarle acerca de este Programa para el suministro de energía eléctrica. De acuerdo con la ley estatal, también le informa sus derechos y opciones si usted elige no participar en el Programa.

- ✓ **SE LE INSCRIBIRÁ DE FORMA AUTOMÁTICA EN ESTE PROGRAMA, A MENOS QUE USTED ELIJA NO PARTICIPAR EN ÉL Y OPTAR POR EXCLUIRSE.**
- ✓ **DEBE RESPONDER ANTES DEL <DÍA> DE <MES> DE <AÑO> SI NO DESEA QUEDAR INSCRITO AUTOMÁTICAMENTE.**

NO NOTARÁ NINGÚN CAMBIO EN SU SERVICIO DE ELECTRICIDAD. La única diferencia que verá es que se imprimirá _____ en la sección “Supplier Services” (Servicios del proveedor) en su factura mensual. Usted continuará recibiendo una factura de Eversource. Continuará enviando sus pagos a Eversource para su procesamiento. Eversource continuará respondiendo a las emergencias, leerá los medidores y mantendrá las líneas de distribución y transmisión. La confiabilidad y la calidad del servicio permanecerán iguales. Además, usted continuará teniendo todos los derechos y las protecciones como consumidor existentes.

COMPARACIÓN DE TARIFAS Y CONDICIONES

	Programa de Springfield* (Solamente Servicios del proveedor)		Eversource (Solamente Servicios del proveedor)
	ESTÁNDAR (predeterminada)	OPCIONAL	SERVICIO BÁSICO
Tarifa			
Residencial	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Industrial y de comercio, pequeña envergadura	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Industrial y de comercio, mediana y gran envergadura	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Alumbrado público	\$X,XXXXX por kWh	\$X,XXXXX por kWh	\$X,XXXXX por kWh
Contenido de energía renovable	[Se determinará luego del proceso de licitación competitiva]	[Se determinará luego del proceso de licitación competitiva]	Cumple con los requisitos de energía renovable de Massachusetts
Duración	_____ 2024 – _____ 2024 [Las tarifas se aplican al servicio que comienza y termina en los días del mes que se lee su medidor en su área de servicio].		_____ 2024 – _____ 2024 [Las tasas residenciales, industriales y de comercios pequeños, y de alumbrado público cambian cada 6 meses. Las tasas industriales y de comercios de mediana y gran envergadura cambian cada 3 meses].
Condiciones para abandonar el servicio	SIN CARGO		Puede recibir un cargo o crédito por conciliación [Industrial y comercios grandes solamente]

* La tarifa incluye honorarios de consultoría de \$0.001 por kWh para facilitar el Programa de Suministro de Energía de Elección Comunitaria de Springfield.

* La tarifa incluye un agregado operativo de \$X.XXX por kWh para financiar los costos de personal asociados con el puesto responsable de la coordinación de Sostenibilidad.

*La tasa puede aumentar como resultado de un cambio en la ley que origine un aumento directo e importante en los costos durante el plazo del contrato.

Attachment: Springfield - Aggregation Plan Spanish (8044 : Springfield Community Choice Power Supply Aggregation Plan)

INFORMACIÓN IMPORTANTE

- En el lanzamiento del Programa, el arancel de agrupación es inferior a la tarifa del Servicio Básico de Eversource. El arancel de agrupación se fija por __ meses (_____ de 2024 a _____ de 2024), mientras que la tarifa del Servicio Básico de Eversource cambia dos veces al año, en enero y en julio. Por lo tanto, el arancel de agrupación quizás no se siempre inferior a la tarifa del Servicio Básico de Eversource. El objetivo de la acumulación es brindar ahorros a lo larg de la vida del Programa en comparación con la tasa del Servicio básico de Eversource. Sin embargo, **TALES AHORROS AHORROS FUTUROS NO SE PUEDEN GARANTIZAR.**
- **NO HAY UN COSTO POR EXCLUIRSE** del Programa y volver al Servicio básico de Eversource.

« VEA EL REVERSO PARA OBTENER MÁS INFORMACIÓN »

SI SE LE ENVIÓ ESTA NOTIFICACIÓN, no necesita tomar ninguna medida para participar en el Programa.

TODOS LOS CONSUMIDORES DEL SERVICIO BÁSICO a quienes se les haya enviado esta notificación serán inscrito AUTOMÁTICAMENTE en el Programa y comenzarán a beneficiarse del arancel de agrupación a partir del día del mes d _____ en que se lee su medidor. Esta fecha varía según el área de servicio. La fecha de lectura de su medidor se muestra e su factura.

CONSULTE SU FACTURA DE EVERSOURCE PARA OBTENER MÁS INFORMACIÓN del Programa.

- En su factura de _____, se establecerá que se cambia al Programa de Springfield.
- En su factura de _____, se mostrará el proveedor de Springfield y el arancel de agrupación en la sección “Supplier Services” (Servicios del proveedor).

LOS CONSUMIDORES CON UN PLAN DE PRESUPUESTO O ELEGIBLES PARA UNA TASA DE BAJOS INGRESOS continuará recibiendo esos beneficios de Eversource.

LOS CONSUMIDORES DE PANEL SOLAR Y SOLAR COMUNITARIO continuarán recibiendo medición neta o créditos en la facturación mientras reciben el suministro de electricidad en virtud del Programa y el valor de esos créditos no se alterará por participar en el Programa.

TODO IMPUESTO APLICABLE SE FACTURARÁ como parte del cargo por suministro de energía del Programa. Usted será responsable por identificar y solicitar una exención al cobro de impuestos proporcionando la documentación apropiada.

LOS CONSUMIDORES QUE SON PEQUEÑAS EMPRESAS EXENTAS DE IMPUESTOS deben enviar por correo electrónico o fax una copia de su Certificado de Exención por Energía directamente a _____(Proveedor)_____ a _____(Dirección/nro. de fax de Proveedor)_____ para mantener su estado de exención de impuestos.

SI USTED YA HA ELEGIDO UN PROVEEDOR COMPETITIVO POR SU CUENTA, debe optar por excluirse de este Programa. Esto asegurará que continúe obteniendo su electricidad de ese Proveedor competitivo.

SI YA HA ELEGIDO UNA OPCIÓN DE ENERGÍA ECOLÓGICA A TRAVÉS DE EVERSOURCE, su participación en este Programa no afectará su participación en la opción de energía ecológica.

SI NO QUIERE PARTICIPAR EN ESTE PROGRAMA usted puede: 1) Optar por excluirse y continuar pagando la tarifa del Servicio básico de Eversource; o 2) optar por excluirse y elegir su propio Proveedor competitivo (si hay uno disponible para usted).

CÓMO OPTAR POR EXCLUIRSE

- Firme y devuelva la tarjeta adjunta de exclusión en el sobre con franqueo pago provisto; **O**
- visite www.colonialpowergroup.com/springfield/ y haga clic en el botón de opción de exclusión; luego complete y envíe el formulario de opción de exclusión; **O**
- llame a _____ al _____ y solicite mantener el Servicio Básico de Eversource.

EN CUALQUIER MOMENTO DESPUÉS DE LA INSCRIPCIÓN todavía podrá optar por excluirse SIN CARGO. Pueden pasar un par de ciclos de facturación antes de que vuelva al Servicio básico de Eversource. Si elige excluirse después de la inscripción inicial puede enviar un formulario de opción de exclusión a www.colonialpowergroup.com/springfield/ **O** llamar a _____ y solicitar que se le provea el Servicio Básico de Eversource.

PARA ELEGIR UN PRODUCTO CON UN PORCENTAJE MAYOR DE ENERGÍA RENOVABLE, puede llamar a _____ y solicitar la inscripción en el producto opcional de Springfield. [La opción de producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con la descripción de un producto, incluido el precio, los términos, la tecnología, la antigüedad y la ubicación].

PARA OBTENER INFORMACIÓN MÁS DETALLADA con respecto al Programa de Springfield, visite www.colonialpowergroup.com/springfield/ o llámenos al número gratuito (866) 485-5858. Para obtener más información sobre _____, visite www..

PARA ACCEDER A LAS TASAS DEL SERVICIO BÁSICO DE EVERSOURCE, visite:

- Tarifas residenciales: <https://www.eversource.com/content/residential/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.
- Tarifas comerciales: <https://www.eversource.com/content/business/account-billing/manage-bill/about-your-bill/rates-tariffs/electric-supply-rates>.

Colonial Power Group, Inc. es una empresa de consultoría energética elegida de forma competitiva por la Ciudad de Springfield para facilitar el Programa de Suministro de Energía de Elección Comunitaria.

**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
SOBRE DE LA CARTA DE NOTIFICACIÓN AL CLIENTE**

NEGOCIO OFICIAL DE LA CIUDAD



Ciudad de Springfield
c/o Proveedor Competitivo
Calle del Proveedor 1
Proveedor, MA 00000

John Smith
Calle principal 1
Springfield, MA 01103

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. XXX

NO DESCARTE ESTA NOTIFICACIÓN – NOTIFICACIÓN IMPORTANTE con respecto a las tarifas de electricidad

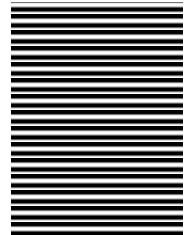
**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
TARJETA DE NOTIFICACIÓN DE EXCLUSIÓN DE UN CLIENTE CON SOBRE DE CONTESTACIÓN**

CORREO DE RESPUESTA COMERCIAL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

CIUDAD DE SPRINGFIELD
c/o PROVEEDOR COMPETITIVO
CALLE DEL PROVEEDOR 1
PROVEEDOR, MA 00000



**PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE SPRINGFIELD
TARJETA DE RESPUESTA PARA EXCLUIRSE**

John Smith
Calle principal 1
Springfield, MA 01103

Nro. de cuenta: #####

Si desea participar en el Programa de Suministro de Energía de Elección Comunitaria de Springfield, no necesita tomar ninguna medida. Se le inscribirá automáticamente.

Instrucciones para optar por excluirse

Si no quiere participar:

- 1) Firme y coloque la fecha
- 2) Coloque en el sobre que se provee
- 3) Envíe por correo postal

La tarjeta debe estar firmada por el cliente que figura en el registro cuyo nombre aparece en la dirección de esta tarjeta. **El sobre debe tener matasellos con fecha del _____ o anterior para poder optar por excluirse del Programa antes de quedar inscrito automáticamente.**

X

Firma

Fecha



**CIUDAD DE SPRINGFIELD
PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN
COMUNITARIA**



NOTIFICACIÓN IMPORTANTE



(866) 485-5858 ext. 1



TTY (800) 720-3480 / Español (866) 930-9252



colonialpowergroup.com/springfield

El Departamento de Servicios Públicos de Massachusetts exige la inclusión del siguiente mensaje en todos los idiomas que se mencionan a continuación. El mensaje es el siguiente: “Se adjunta una notificación importante de la Ciudad de Springfield con respecto a su servicio de electricidad. La notificación se debe traducir de inmediato. Si necesita ayuda, llame al número o visite el sitio web mencionados anteriormente”.

SPANISH/ESPAÑOL Incluye notificación importante del City of Springfield sobre su servicio de electricidad. Traduzca el aviso inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.	POLISH/POLSKI Załączono ważną informację od City of Springfield na tem usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyżs witrynę, aby uzyskać pomoc.
PORTUGUESE/PORTUGUÊS Aviso importante incluído da City of Springfield sobre seu serviço de eletricidade. Traduza o aviso imediatamente. Ligue para o número ou visite o site, acima, para obter ajuda.	NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे City of Springfield संलग्न गरिएको महत्त्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवाद गर्नुहोस्। महत्त्वको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।
CHINESE (SIMPLIFIED)/ 中文 随函附上来自 City of Springfield 有关您供电服务的重要通知。请立即翻译该通知。如需帮助，请依上述信息致电或访问网站。	MARATHI/मराठी आपल्या विद्युत सेवेसंबंधी City of Springfield महत्वाची सूचना संलग्न केली आहे. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.
CHINESE (TRADITIONAL)/ 中文 隨附 City of Springfield 有關您電力服務的重要通知。請立即翻譯此通知。若需協助，請撥打電話或瀏覽上方所列網站。	YORUBA/YORÙBÁ Àkíyèsí pàtàkì tí a fi sínú rè láti ọ̀dọ́ City of Springfield nípa ìṣẹ́ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí náà lẹ́sẹ̀kẹ́sẹ̀. Pẹ̀ nọ́nb náà tàbí kànsí ayélujára, lókè, fún irànlọ̀wọ̀.
HAITIAN/KREYÒL Ou gen yon notifikasyon enpòtan de City of Springfield sou sèvis elekrisite ou. Tradwi notifikasyon sa imedyatman. Rele nimewo a oubyen vizite sit entènèt, ki anlè a, si ou bezwen èd.	IGBO/NDI IGBO Ọkwa dị mkpa ezitere maka ọrụ latrik gị si n'aka City of Springfield. Tugharia asụsụ ọkwa ahụ ozugbo. Kpọọ nomba ahụ ma ọ bụ gaa na weebụsaịtị ahụ, dị n'elu, maka enyemaka.
VIETNAMESE/TIẾNG VIỆT Đính kèm thông báo quan trọng từ City of Springfield về dịch vụ điện của quý vị. Xin dịch thông báo này ngay. Vui lòng gọi điện hoặc truy cập trang web ở trên để được giúp đỡ.	AMHARIC/አማርኛ የኤሌክትሪክ አገልግሎትዎን በተመለከተ የተሰጠ አስፈላጊ ማስታወቂያ ከዚህ ጋር በ City of Springfield እንደ ዓባሪ ተያይዟል ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።

RUSSIAN/РУССКИЙ Прилагается важное уведомление от City of Springfield о вашей услуге снабжения электроэнергией. Переведите уведомление безотлагательно. Позвоните по вышеуказанному номеру или зайдите на вышеуказанный вебсайт, чтобы получить помощь.	SOMALI/SOOMAALI Oageysiis muhiim oo ka yimid City of Springfield kuna saabsan adeegga korontada. Si degdeg ah u turjun ogaysiiska. Wac nambarka ama booqo webseetka, kore, si aad u hesho caawimaad.
ARABIC/عربي مرفق إخطار مهم من City of Springfield عن خدمة الكهرباء الخاصة بكم. يُرجى ترجمة الإخطار فورًا. اتصل بالرقم أو قم بزيارة الموقع الإلكتروني عبر الإنترنت المذكورة أعلاه طلبًا للمساعدة.	JAPANESE/傔劬铂 「電気供給サービスに関する City of Springfield から的重要なお知らせを同封しております。本通知を速やかに翻訳してください。ご質問は上記の電話番号もしくはウェブサイトをご覧ください。」
KHMER/ខ្មែរ សេចក្តីជូនដំណឹងសំខាន់ដែលភ្ជាប់មកជាមួយមកពីទីក្រុង City of Springfield គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។	GUJARATI/ગુજરાતી તમારી વીજળી સેવા અંગે City of Springfield તરફથી મહત્વપૂર્ણ સૂચના બિડલ છે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કંઈક અથવા વેબસાઈટની મુલાકાત લો.
FRENCH/FRANÇAIS Avis important de City of Springfield concernant votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le Site Web, ci-dessus, si vous avez besoin d'aide.	SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka City of Springfield kuhusu huduma yako ya umeme. Itafsiri notisi mara moja. Piga simu kwa nambari au tembelea tovuti iliy hapo juu ili upate usaidizi.
ITALIAN/ITALIANO Comunicazione importante in allegato della City of Springfield riguardante il suo servizio di fornitura di energia elettrica. Tradurre il comunicato immediatamente. Qualora occorra assistenza, chiami il numero o visiti il sito Internet sopra indicati.	HINDI/हिंदी आपकी बिजली सेवा के बारे में City of Springfield से महत्वपूर्ण सूचना संलग्न है। सूचना का तुरंत अनुवाद करें। सहायता के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।
KOREAN/한국어 귀하의 전기 서비스와 관련하여 City of Springfield 에서 온 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화번호로 연락하거나 웹사이트를 방문해 주십시오.	THAI/ไทย ประกาศสำคัญที่แนบมาจาก City of Springfield เกี่ยวกับการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ
GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από την City of Springfield που αφορά τον πάροχο ηλεκτρικής ενέργειας σας. Μεταφράστε την ειδοποίηση άμεσα. Καλέστε τον τηλεφωνικό αριθμό ή επισκεφθείτε την ιστοσελίδα που αναφέρεται παραπάνω, για βοήθεια.	LAO/ລາວ ແຈ້ງການສຳຄັນທີ່ຕິດຄັດມາຈາກ City of Springfield ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສຳລັບຄວາມຊ່ວຍເຫຼືອ.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

----- RESUMEN DEL PROGRAMA DE SUMINISTRO DE ELECTRICIDAD PRODUCTO ESTÁNDAR

Recibirá un producto de suministro de electricidad a través del PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE LA CIUDAD DE SPRINGFIELD. Su empresa de servicios públicos de electricidad, EVERSOURCE, continuará proporcionando la electricidad que consume en su hogar o negocio.

PRECIO	\$X,XXXXX por kWh. Esto no incluye el precio que su empresa de servicios públicos de electricidad le cobrará por el componente de prestación del servicio de electricidad.
PLAZO	Inscripción durante la lectura del medidor de [MES] [AÑO].
CARGO POR CANCELACIÓN ANTICIPADA	No hay un cargo por cancelación. Puede abandonar este Programa o el producto en cualquier momento sin ningún cargo.
RENOVACIÓN AUTOMÁTICA	Se lo inscribirá automáticamente en este producto, con un precio nuevo, al final del plazo del contrato, a menos que notifique lo contrario al Proveedor Competitivo o a la Ciudad. El precio nuevo puede ser superior o inferior al precio actual y el contenido de energía renovable voluntaria puede cambiar. La Ciudad se comunicará con usted al menos 30 días antes de cada renovación automática para informarle sus opciones de suministro.
CONTENIDO DE ENERGÍA RENOVABLE	La Mancomunidad de Massachusetts exige que todos los productos de suministro de electricidad incluyan como mínimo un [XX] % de recursos de energía renovable en [AÑO]. Este producto incluye un [YY] % de recursos de energía renovable, un monto que [CUMPLE/SUPERA] el requisito mínimo. [El producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con el contenido de energía renovable del producto seleccionado].
PERÍODO DE RESCISIÓN	Si recibió este formulario como parte de una notificación de inscripción automática, tiene hasta la fecha límite de respuesta indicada para optar por excluirse y evitar la inscripción. Puede abandonar este Programa o el producto en cualquier momento después de su inscripción, sin ningún cargo.
INFORMACIÓN DEL PROVEEDOR COMPETITIVO	[NOMBRE DEL PROVEEDOR], número de licencia del Departamento de Servicios Públicos (Department of Public Utilities, DPU): [NÚMERO DE LICENCIA DE DPU], [NÚMERO DE TELÉFONO], [SITIO WEB]. [NOMBRE DEL PROVEEDOR] solo es responsable de la sección de generación de electricidad de su factura.
INFORMACIÓN DE LA EMPRESA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD	Eversource continuará proporcionando la electricidad que consume en su hogar o negocio y es responsable de los cargos por prestación que aparecen en su factura mensual. Si tiene preguntas sobre la sección de prestación de su factura, comuníquese con Eversource al (877) 659-6326 o visite el sitio web eversource.com .

El Departamento de Servicios Públicos de Massachusetts recomienda que los consumidores visiten el sitio web de Energy Switch para ver la amplia variedad de productos de suministro de electricidad disponibles, incluido el precio del servicio básico de su empresa de servicios públicos de electricidad. Puede visitar el sitio web en energyswitchma.gov.



CIUDAD DE SPRINGFIELD PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA

----- RESUMEN DEL PROGRAMA DE SUMINISTRO DE ELECTRICIDAD PRODUCTO OPCIONAL

Recibirá un producto de suministro de electricidad a través del PROGRAMA DE SUMINISTRO DE ENERGÍA DE ELECCIÓN COMUNITARIA DE LA CIUDAD DE SPRINGFIELD. Su empresa de servicios públicos de electricidad, EVERSOURCE, continuará proporcionando la electricidad que consume en su hogar o negocio.

PRECIO	\$X,XXXXX por kWh. Esto no incluye el precio que su empresa de servicios públicos de electricidad le cobrará por el componente de prestación del servicio de electricidad.
PLAZO	Inscripción durante la lectura del medidor de [MES] [AÑO].
CARGO POR CANCELACIÓN ANTICIPADA	No hay un cargo por cancelación. Puede abandonar este Programa o el producto en cualquier momento sin ningún cargo.
RENOVACIÓN AUTOMÁTICA	Se lo inscribirá automáticamente en este producto, con un precio nuevo, al final del plazo del contrato, a menos que notifique lo contrario al Proveedor Competitivo o a la Ciudad. El precio nuevo puede ser superior o inferior al precio actual y el contenido de energía renovable voluntaria puede cambiar. La Ciudad se comunicará con usted al menos 30 días antes de cada renovación automática para informarle sus opciones de suministro.
CONTENIDO DE ENERGÍA RENOVABLE	La Mancomunidad de Massachusetts exige que todos los productos de suministro de electricidad incluyan como mínimo un [XX] % de recursos de energía renovable en [AÑO]. Este producto incluye un [YY] % de recursos de energía renovable, un monto que [CUMPLE/SUPERA] el requisito mínimo. [El producto se determinará luego del proceso de licitación competitiva. Lo anterior funciona como un marcador de posición y se reemplazará con el contenido de energía renovable del producto seleccionado].
PERÍODO DE RESCISIÓN	Puede abandonar este Programa o el producto en cualquier momento después de su inscripción, sin ningún cargo.
INFORMACIÓN DEL PROVEEDOR COMPETITIVO	[NOMBRE DEL PROVEEDOR], número de licencia del Departamento de Servicios Públicos (Department of Public Utilities, DPU): [NÚMERO DE LICENCIA DE DPU], [NÚMERO DE TELÉFONO], [SITIO WEB]. [NOMBRE DEL PROVEEDOR] solo es responsable de la sección de generación de electricidad de su factura.
INFORMACIÓN DE LA EMPRESA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD	Eversource continuará proporcionando la electricidad que consume en su hogar o negocio y es responsable de los cargos por prestación que aparecen en su factura mensual. Si tiene preguntas sobre la sección de prestación de su factura, comuníquese con Eversource al (877) 659-6326 o visite el sitio web eversource.com .

El Departamento de Servicios Públicos de Massachusetts recomienda que los consumidores visiten el sitio web de Energy Switch para ver la amplia variedad de productos de suministro de electricidad disponibles, incluido el precio del servicio básico de su empresa de servicios públicos de electricidad. Puede visitar el sitio web en energyswitchma.gov.

ACUERDO DE SERVICIO ELÉCTRICO

ENTRE

[Nombre legal completo del proveedor minorista de electricidad]

Y

CIUDAD DE SPRINGFIELD
en nombre de los consumidores
de su Programa de Suministro de Energía de Elección Comunitaria

Este Acuerdo de Servicio Eléctrico (Electric Service Agreement, “ESA”) se celebra a partir del [fecha] (“Fecha de entrada en vigencia”) entre [nombre legal completo del proveedor minorista de electricidad], una _____ [corporación, compañía de responsabilidad limitada] (“Proveedor Competitivo”), y la **ciudad de Springfield**, ubicada en 36 Court Street, Springfield, MA 01103 (el “Intermediario”).

CONSIDERANDO que la Legislatura de Massachusetts ha adoptado el Capítulo 164 de la Ley de Reestructuración de Servicios Eléctricos de 1997 (“Ley de Reestructuración”), que, entre otras cosas: (1) permite la competencia en la generación y el suministro de electricidad a los consumidores; (2) autoriza a los municipios a agrupar la carga eléctrica de los consumidores de electricidad dentro de sus límites; y (3) permite a los intermediarios municipales formular un plan de agrupación y llevar a cabo programas de agrupación;

CONSIDERANDO que el Intermediario ha desarrollado un Programa de Suministro de Energía de Elección Comunitaria (“Programa”) para agrupar el uso de electricidad de los consumidores ubicados dentro de los límites geográficos de la ciudad de Springfield (el “Municipio”) y negociar tarifas competitivas para el suministro de electricidad para dichos consumidores;

CONSIDERANDO que el Intermediario recibió la aprobación de su Plan por parte del Departamento de Servicios Públicos de Massachusetts (el “Departamento”) el [fecha] en el documento D.P.U. 23-XX, con las modificaciones que puedan introducirse periódicamente (el “Plan”);

CONSIDERANDO que el Intermediario puede ofrecer más de un Producto dentro del Plan y {eliminar si no corresponde} que el Plan le permite incluir un Agregado Operativo en los precios de venta al público del Programa {eliminar si no corresponde};

CONSIDERANDO que el Proveedor Competitivo desea proporcionar el Suministro Eléctrico Total a los consumidores ubicados dentro del Municipio, como se describe en los productos establecidos en el Apéndice A y de conformidad con los términos y condiciones del Programa del Intermediario, el Plan y este ESA;

CONSIDERANDO que el Intermediario desea que el Proveedor Competitivo proporcione un Suministro Eléctrico Total como una opción alternativa de suministro de energía minorista para los consumidores dentro del Municipio;

SE ACUERDA que el Intermediario y el Proveedor Competitivo celebran este ESA de acuerdo con los términos y condiciones detallados a continuación.

ARTÍCULO 1 DEFINICIONES

Los términos en mayúscula que se utilicen pero no se definan por separado en el cuerpo de este ESA, incluidos los Anexos y los Apéndices del mismo, se definirán como se establece en este Artículo 1. No obstante, las palabras definidas en el presente Artículo 1 tendrán su significado común y corriente cuando figuren sin mayúsculas en el cuerpo del presente ESA.

Suministro Eléctrico Total: es el servicio dentro del cual el Proveedor Competitivo proporciona toda la energía eléctrica, la capacidad, las reservas y los servicios auxiliares, los servicios de transmisión, las pérdidas de transmisión y de distribución, la gestión de la congestión, las Obligaciones de Energía Renovable y otros servicios o productos similares, incluidos, entre otros, los Certificados de Energía Renovable adicionales, como se especifica en cualquier Apéndice de Precios y Términos, necesarios para proporcionar un suministro de energía estable a los consumidores participantes en el Punto de Entrega.

Quiebra: con respecto a una Parte, cuando dicha Parte (i) cesa sus actividades como empresa en funcionamiento, generalmente no paga sus deudas al vencimiento o admite por escrito su incapacidad para pagar sus deudas al vencimiento; cuando presenta una petición voluntaria de quiebra o la declaran en quiebra o insolvente, o presenta una petición o respuesta de reorganización, acuerdo, convenio, reajuste, liquidación, disolución o medida similar en virtud del código federal de quiebras presente o futuro o cualquier otra norma federal, estatal o gubernamental aplicable presente o futura; cuando busca, consiente o aprueba el nombramiento de fideicomisarios, receptores, depositarios o administradores de dicha Parte o de la totalidad, o de parte sustancial de sus propiedades; cuando realiza una cesión en beneficio de los acreedores o dicha Parte toma cualquier medida societaria para autorizar o que prevea las acciones establecidas con anterioridad a esta cláusula (i); o (ii) cuando se inicie un procedimiento contra la Parte en el que se solicite cualquier tipo de reorganización, acuerdo, convenio, reajuste, liquidación, disolución o medida similar en virtud del código federal de quiebras actual o futuro o de cualquier otra norma gubernamental, y dicho procedimiento no se desestime dentro de los noventa (90) días posteriores a su inicio; o cuando cualquier fideicomisario, receptor, depositario o administrador de dicha Parte o de la totalidad, o de parte sustancial de sus propiedades sea nombrado sin el consentimiento o la aprobación de dicha Parte, y dicho nombramiento no sea anulado o suspendido

en apelación, o de otro modo, dentro de los noventa (90) días siguientes al nombramiento o, dentro de los noventa (90) días siguientes a la caducidad de dicha suspensión, no haya sido revocado, *con la salvedad de que*, no obstante lo anterior, el ejercicio de los derechos para hacerse cargo de la explotación de los activos de una Parte, o para hipotecar la totalidad o una parte de los activos de una Parte, mediante un acreedor garantizado de dicha Parte (incluido el nombramiento de un administrador judicial u otro representante en relación con el ejercicio de dichos derechos) no constituirá una Quiebra.

Servicio Básico: como se define en las Leyes Generales de Massachusetts (Massachusetts General Laws, MGL), cap. 164, art. 1, y en órdenes del Departamento, modificadas o promulgadas, según sea el caso, periódicamente.

Día hábil: cualquier día entre las 8:00 a. m. y las 5:00 p. m., hora del este, excepto sábados, domingos y cualquier día que sea feriado legal o en el que las instituciones bancarias federales en Boston, Massachusetts, estén autorizadas por ley a cerrar.

Cambio en la ley: tal y como se usa en este documento, significa cualquiera de los siguientes:

- a) Si debido a la emisión de una orden, o a la adopción o el cambio de cualquier ley, norma o reglamento aplicable, o en la interpretación de cualquier ley, norma o reglamento aplicable, por parte de cualquier Autoridad Gubernamental con jurisdicción competente, incluidos, entre otros, cualquier enmienda, modificación o cambio en la construcción o en la interpretación de las tarifas del Distribuidor Local, (i) se convierte en ilegal para una Parte el cumplimiento de cualquier obligación en virtud del presente ESA, o (ii) se impone o altera en cualquier aspecto sustancial el estado de licencia, certificación o franquicia, o los requisitos del Proveedor Competitivo o del intermediario municipal u otros similares.
- b) Si (i) cualquier agencia reguladora o tribunal con jurisdicción competente sobre este ESA o el Programa exige un cambio o una adición a los términos de este ESA, o a las normas o los protocolos del Programa que afecte negativamente a una Parte en cualquier aspecto sustancial; o si (ii) cualquier acción reguladora o judicial afecta a la capacidad de una Parte para cumplir con este ESA en cualquier aspecto sustancial.
- c) Si se recaudan o promulgan impuestos especiales o sobre el valor, la propiedad, la ocupación, la explotación, la transmisión, la distribución, la generación, el primer uso, la conservación, la unidad térmica británica (British Thermal Unit, BTU) o la energía, la transmisión, los servicios públicos, los ingresos brutos, el privilegio, las ventas, el uso, el consumo, el arrendamiento o las transacciones u otros impuestos, tasas, licencias, derechos o gravámenes gubernamentales (que no sean dichos cargos basados en el ingreso neto o en el patrimonio neto), o aumentos en dichos cargos, o aplicaciones de dichos cargos a una clase nueva o diferente de partes y, posteriormente, entran en vigor después de la Fecha de entrada en vigencia de este ESA, y son aplicables al Proveedor Competitivo en su desempeño en virtud del presente ESA.
- d) Si se imponen cargos, tarifas y/u obligaciones nuevos o adicionales, incluidos, entre otros, requisitos o cargos de transmisión o capacidad, al Proveedor Competitivo en su desempeño de este ESA por parte de (i) ISO-NE relacionados con un cambio aprobado por la Comisión Federal Reguladora de Energía (Federal Energy Regulatory

Commission, FERC) a la Norma de Tarifas o Mercado 1 de ISO-NE emitida en, o después de, la Fecha de entrada en vigencia de este ESA, o (ii) cualquier Autoridad Gubernamental o Distribuidor Local, excepto los cambios periódicos en el tipo de descuento de las compras por cobrar y el calendario de pagos presentados por el Distribuidor Local y aprobados por el Departamento, o cualquier categoría específicamente identificada de nuevos costos o créditos pendientes, propuestos o anticipados definidos en cualquier Apéndice de Precios y Términos como incluidos en los Precios de venta al público.

- e) Si hay cualquier otro cambio por parte de cualquier Autoridad Gubernamental o Distribuidor Local al acceso al suministro de electricidad al por menor o a los programas de agrupación municipal de una manera que aumente directamente el costo de rendimiento del Proveedor Competitivo en virtud de este ESA.

Comercialmente Razonable: cualquiera de las prácticas, los métodos y los actos que, en el ejercicio de un juicio razonable y a la luz de los hechos conocidos, o que, en el ejercicio de la debida diligencia, deberían haberse conocido en el momento en que se tomó la decisión, y que se habrían esperado en la industria para lograr el resultado deseado en consonancia con la fiabilidad, la seguridad, la expedición, la economía del proyecto y las leyes y los reglamentos aplicables.

Honorarios de Consultoría: el monto en dólares por kWh, según lo establecido en cualquier Apéndice de Precios y Términos.

Datos del Consumidor: la información de identificación de todos los Consumidores Elegibles y Participantes puesta a disposición del Proveedor Competitivo como resultado de la ejecución de este ESA, incluidos, entre otros, los números de cuenta del Distribuidor Local, los nombres y las direcciones de facturación, las direcciones de servicio, los números de teléfono, el uso de kWh y los valores de las etiquetas de capacidad instalada (Installed Capacity, ICAP).

CPG: Colonial Power Group, Inc., el consultor y representante actual del Intermediario que actúa en nombre de este, que es responsable de cumplir con algunas de las obligaciones del Intermediario en el ESA y en el desarrollo, la implementación y la administración del Programa de acuerdo con los términos del Plan y de este ESA.

Plazo de entrega: el período para el cual se han establecido los precios del Suministro Eléctrico Total, de acuerdo con lo estipulado en cualquier Apéndice de Precios y Términos.

Fecha de finalización del plazo de entrega: el mes final de un plazo de entrega según lo establecido en cualquier Apéndice de Precios y Términos.

Fecha de inicio del plazo de entrega: el mes inicial de un plazo de entrega según lo establecido en cualquier Apéndice de Precios y Términos.

Departamento: el Departamento de Servicios Públicos de Massachusetts o cualquier agencia estatal sucesora.

EDI: intercambio electrónico de datos (Electronic Data Interchange): el intercambio de datos comerciales en un formato estandarizado entre sistemas informáticos comerciales.

Fecha de entrada en vigencia: la fecha en la cual las Partes ejecutan este ESA (se determinará en una fecha posterior si las Partes deciden ejecutar en fechas diferentes).

Consumidores Elegibles: consumidores residenciales, comerciales, industriales, municipales u otros consumidores de electricidad que reciben el Servicio Básico del sistema de distribución o transmisión del Distribuidor Local, en uno o más lugares dentro de los límites geográficos del Municipio. Entre los Consumidores Elegibles, se incluye a (1) los consumidores que disponen del Servicio Básico y han indicado que no desean que su información de contacto se comparta con proveedores competitivos con fines de mercadotecnia; y (2) los consumidores que reciben Servicio Básico más un producto opcional de Energía Renovable que permite la inscripción simultánea en el Servicio Básico o en un suministro competitivo. Dentro de los Consumidores Elegibles, se excluye a (a) los consumidores que tienen Servicio Básico y han pedido a su Distribuidor Local que no los inscriba en el servicio con ningún proveedor competitivo; (b) los consumidores que reciben el Servicio Básico y están inscritos en un producto de Energía Renovable que prohíbe el cambio a un proveedor competitivo; y (c) los consumidores que reciben un servicio de suministro competitivo.

ESA: este Acuerdo de Servicio Eléctrico, incluidos, entre otros, sus apéndices, que se incorporan por referencia, y cualquier enmienda a este suscrita por las Partes después de la Fecha de entrada en vigencia.

Caso de incumplimiento: tendrá el significado especificado en el Artículo 4.4.

FERC: la Comisión Federal Reguladora de Energía (Federal Energy Regulatory Commission) o cualquier agencia federal sucesora.

Fuerza mayor: cualquier evento que no esté bajo el control razonable de la Parte afectada y que impida a dicha parte cumplir, total o parcialmente, sus obligaciones en virtud de este ESA. Se incluyen, entre otros, hechos fortuitos; vientos; huracanes; tornados; incendios; pandemias o epidemias; deslizamientos de tierra; terremotos; inundaciones; otras catástrofes naturales; huelgas; cierres patronales u otros disturbios industriales; actos de enemigos públicos; actos, omisiones de acción u órdenes de cualquier tipo, de cualquier autoridad gubernamental que actúe en su capacidad regulatoria o judicial; no obstante, los actos discrecionales, las omisiones de acción o las órdenes de cualquier tipo por parte del Intermediario no podrán ser alegados como un evento de Fuerza Mayor por el Intermediario; insurrecciones; acción militar; guerra (declarada o no); sabotaje; revueltas; disturbios civiles o explosiones. Nada de lo estipulado en esta disposición intenta excusar a ninguna Parte de su cumplimiento debido ante cualquier acto gubernamental, omisión de acción u orden, cuando estuviera razonablemente dentro del poder de dicha Parte impedir dicho acto, omisión u orden. Las dificultades económicas de cualquiera de las Partes no constituirán un evento de Fuerza Mayor.

Contrato a plazo: tendrá el significado que le otorga el Código de los Estados Unidos (United States Code, U.S.C.) 11, art. 101(25).

Comerciante con contrato a plazo: tendrá el significado que le otorga el U.S.C. 11, art. 101(26).

Comunicaciones generales: comprenden el tipo de comunicaciones descritas y definidas en el Artículo 5.6.3 del presente documento.

BORRADOR

Autoridad Gubernamental: cualquier gobierno nacional, estatal o local, cualquiera de sus subdivisiones políticas o cualquier otro instrumento gubernamental, judicial, regulatorio, público o estatutario, autoridad, organismo, agencia, departamento, oficina o entidad, excepto el Intermediario.

Norma Gubernamental: cualquier ley, norma, regulación, ordenanza, orden, código, permiso, interpretación, juicio, decreto o forma similar de decisión de cualquier Autoridad Gubernamental que tenga el efecto y la fuerza de la ley.

Valor de la etiqueta de ICAP: la contribución de la cuenta de un consumidor a la carga máxima, expresada en kW por mes, según lo determine el Distribuidor Local conforme con el Manual de ISO New England para el mercado de capacidad a plazo.

Consumidores Elegibles Iniciales: consumidores de electricidad residencial, comercial, industrial, municipal o de otro tipo que sean Consumidores Elegibles a partir de la Fecha de entrada en vigencia.

ISO NE: ISO New England, Inc. es el Operador Independiente del Sistema de Nueva Inglaterra, o su sucesor u otra entidad que supervise el despacho integrado de las plantas de energía en Nueva Inglaterra y la transmisión masiva de electricidad a través de la red eléctrica de Nueva Inglaterra.

kWh, kW: kilovatio hora y kilovatio, respectivamente.

Grandes industrias: la cuenta de un consumidor que cumple con alguno de los siguientes requisitos: (i) un valor de la etiqueta de ICAP asignado por el Distribuidor Local de 100 kW o superior, o (ii) un uso proyectado de más de 500,000 kWh al año.

Distribuidor Local: los servicios de distribución local, o cualquier empresa o entidad sucesora que proporciona los servicios de distribución de electricidad en el Municipio.

Consumidores de bajos ingresos: consumidores del programa residencial que son designados por el Distribuidor Local para recibir una tarifa de bajos ingresos (por ejemplo: el código de Clase de Tarifa “R-2”) en cualquier período o ciclo de facturación específico.

NEPOOL: el consorcio energético de Nueva Inglaterra.

Nuevos Consumidores Elegibles: consumidores de electricidad residencial, comercial, industrial, municipal o de otro tipo que pasen a ser Consumidores Elegibles después de la Fecha de entrada en vigencia.

Nuevos impuestos: cualquier impuesto no vigente a la Fecha de entrada en vigencia promulgado por una Autoridad Gubernamental o por el Intermediario, que entre en vigor después de la Fecha de entrada en vigencia con respecto al Suministro Eléctrico Total, o cualquier Norma Gubernamental promulgada y vigente en la Fecha de entrada en vigencia o después de esta que resulte en la aplicación de un impuesto existente por primera vez a los Consumidores Participantes.

Agregado Operativo: una tarifa volumétrica expresada en \$/kWh, establecida en cualquier Apéndice de Precios y Términos, en caso de que corresponda, que puede ser fijada por el Plan y referenciada en los considerandos de este ESA que el Intermediario puede, a su entera discreción,

ordenar al Proveedor Competitivo que (i) incluya en los Precios de venta al público y que (ii) recaude y remita al Intermediario todos los fondos resultantes de dicha tarifa de conformidad con el Artículo 18.10 de este ESA.

Consumidores Participantes: consumidores Elegibles inscritos en el programa.

Partes: el Intermediario y el Proveedor Competitivo, según lo requiera el contexto. En singular, “Parte” se referirá a cualquiera de las anteriores.

Plan: el Plan desarrollado por el Intermediario y aprobado por el Departamento, incluida cualquier enmienda que se le haga a fin de agrupar a los consumidores de electricidad con el propósito principal de negociar tarifas beneficiosas para el suministro de electricidad a dichos consumidores en conformidad con el Programa.

Punto de Entrega: el punto de interconexión entre las instalaciones de transmisión del consorcio de NEPOOL y las instalaciones de transmisión del Distribuidor Local.

Punto de Venta: el medidor eléctrico de la cuenta de cada Consumidor participante, según lo designado por el Distribuidor Local.

Apéndice de Precios y Términos: básicamente, el Apéndice A en el presente, que está vigente en virtud de este ESA y que, entre otros términos, establece los precios y términos para el Suministro Eléctrico Total para los consumidores dentro de cada Clase de Tarifa.

Producto: una única opción de Suministro Eléctrico Total ofrecida a los Consumidores Elegibles a un precio específico y que contiene una combinación específica de servicios de energía y atributos individuales de otros productos.

Programa: el Programa de Suministro de Energía de Elección Comunitaria, según el cual el Plan se describe y se implementa.

Clase de Tarifa: agrupaciones de los Consumidores consistentes con las definiciones creadas por el Distribuidor Local y reconocidas por el Departamento.

Documentos relacionados: tal como se utiliza en el presente acuerdo, significa cualquiera de los siguientes: (i) cualquier documento explícitamente requerido por este ESA y ejecutado por el Proveedor Competitivo y (ii) cualquier apéndice de este ESA, incluido el Apéndice de Precios y Términos, y cualquier apéndice o adición posterior a este ESA acordado y ejecutado por las Partes.

Certificados de Energías Renovables (Renewable Energy Certificates, REC): un instrumento que identifica los atributos de generación relevantes de cada MWh producido por una unidad de generación renovable. Todos los REC serán creados y registrados por el Sistema de Información de Generación de NEPOOL o por el sistema de seguimiento de certificados de energía renovable del Operador Independiente del Sistema (Independent System Operator, ISO) o de la organización regional de transmisión (Regional Transmission Organization, RTO) relevante, donde dichos REC son generados y retirados, según corresponda, o serán certificados por terceros.

Obligaciones de energía renovable: el total de los compromisos de todas las energías renovables con los Consumidores Participantes en virtud de este ESA, incluidas todas las obligaciones de las Normas de Energía Renovable y cualquier Energía Renovable Voluntaria adicional incluida en los

Productos opcionales, si corresponde, según lo establecido en cualquier Apéndice de Precios y Términos.

Norma(s) de Energía Renovable: hace referencia, de forma colectiva, a la Norma de Energía Limpia, la Norma de Cartera de Energías Renovables, la Norma de Cartera de Energías Renovables Alternativas y la Norma del Valor Pico de la Energía Limpia, según se define en las MGL, cap. 21N, arts. 3(c), 3(d) y 7 (Ley de Soluciones al Calentamiento Global), o en las MGL, cap. 25A, art. 11F, art. 11F1/2 (Norma de Cartera de Energías Renovables y Norma de Cartera de Energías Renovables Alternativas), o en las MGL, cap. 25A, art. 17 (Norma del Valor Pico de la Energía Limpia), o en las MGL, cap. 164, art. 1, o en las normas o los reglamentos relacionados.

Precio(s) de venta al público: la(s) tarifa(s) establecida(s) en cualquier Apéndice de Precios y Términos que el Proveedor Competitivo cobrará a los Consumidores Participantes por cada Producto.

Plazo: según se define en el Artículo 4.1.

Energía Renovable Voluntaria: energía eléctrica, o REC que certifican la energía eléctrica, generada por equipos o instalaciones que incluyen energía solar, biomasa, gas residual, turbinas eólicas, energía hidroeléctrica u otro recurso o tecnología de generación de energías renovables, según se define en las MGL cap. 25A, art. 11F, art. 11F1/2, o en las MGL cap. 164, art. 1, y las normas o los reglamentos promulgados en virtud de estos, o que, de otro modo, pueden agregarse e incorporarse a los Productos como una compra voluntaria o compra de REC, definida en cada Apéndice de Precios y Términos.

ARTÍCULO 2 DERECHOS OTORGADOS

2.1 DESCRIPCIÓN GENERAL Y PRESCRIPCIONES

Por el presente, se concede al Proveedor Competitivo el derecho exclusivo de proporcionar el Suministro Eléctrico Total a los Consumidores Participantes, de conformidad con los términos del Programa y de este ESA. Para evitar dudas, el Proveedor Competitivo estará autorizado a proporcionar el Suministro Eléctrico Total solo a los Consumidores Participantes, y el Distribuidor Local seguirá teniendo el derecho y la obligación de suministrar electricidad a los Consumidores Elegibles que opten por excluirse del Programa y permanezcan en el Servicio Básico o regresen a él, hasta que los cambios en la ley, la regulación o la política puedan permitir lo contrario. Sin embargo, el Proveedor Competitivo reconoce que este ESA no garantiza que los Consumidores Elegibles individuales sean atendidos por él. Sin perjuicio de cualquier disposición de este ESA que indique lo contrario, si se agrega una nueva Clase de Tarifa al Programa, en la medida en que dicha Clase de Tarifa no incluya a los consumidores atendidos actualmente en el marco del Programa, el Intermediario podrá celebrar un acuerdo separado para proporcionar el servicio eléctrico y otros servicios a dicha Clase de Tarifa, ya sea con (i) el Proveedor Competitivo o (ii) con un proveedor alternativo bajo su propio activo de carga.

El Intermediario autoriza al Proveedor Competitivo, en nombre del Municipio y de los Consumidores Participantes, a tomar todas y cada una de las medidas que el Proveedor Competitivo determine necesarias para permitir el cambio y la inscripción de acuerdo con este ESA, las regulaciones del Departamento y las normas y los términos del Proveedor

Competitivo y del Distribuidor Local del presente acuerdo. Según el Artículo 3 a continuación, todos los Consumidores Elegibles se inscribirán automáticamente en el Programa, a menos que opten por excluirse.

El Intermediario autorizará específicamente al Distribuidor Local a proporcionar, y el Proveedor Competitivo tendrá el derecho de obtener y de utilizar según lo necesite, todos los Datos de los Consumidores que el Distribuidor Local disponga razonablemente y que sean necesarios para que el Proveedor Competitivo cumpla con sus obligaciones en virtud de este ESA. Si el Proveedor Competitivo lo solicita, el Intermediario acepta realizar esfuerzos comercialmente razonables, a expensas del Proveedor Competitivo, para ayudar a este a obtener los Datos de los Consumidores, lo que incluye, entre otros, ayudar al Proveedor Competitivo a obtener permiso de los Consumidores Elegibles y/o del Departamento cuando sea necesario como requisito previo para el suministro de dicha información. El Proveedor Competitivo no será responsable de los errores que cometa en la provisión del Suministro Eléctrico Total, en la medida en que dichos errores sean causados por errores u omisiones en la información que le proporciona el Distribuidor Local o el Intermediario.

Además, en la medida en que el Departamento permita que el Intermediario reciba información sobre otros consumidores del Distribuidor Local, incluidos, entre otros, los Nuevos Consumidores Elegibles, el Intermediario autorizará al Distribuidor Local a proporcionar dicha información al Proveedor Competitivo, y el Proveedor Competitivo tendrá derecho de obtener y utilizar la información que el Distribuidor Local disponga razonablemente para apoyar las actividades de concientización y divulgación dirigidas al consumidor por el Intermediario, de conformidad con el Artículo 3.4.

Este ESA es un Contrato a Plazo, y el Intermediario y el Proveedor Competitivo son Comerciantes con Contratos a Plazo.

2.2 AUSENCIA DE TERCEROS BENEFICIARIOS O RELACIÓN DE REPRESENTACIÓN

Este ESA no confiere ni tiene la intención de conferir ningún derecho o recurso a ninguna persona que no sean las Partes, salvo que se establezca lo contrario en el ESA. En este ESA se reconoce a los Consumidores Elegibles el derecho, en virtud de las MGL, cap. 164, a adquirir electricidad del Proveedor Competitivo, de conformidad con el Plan y con este ESA. El Intermediario tiene el derecho, pero no la obligación, de abogar en nombre de los Consumidores Elegibles interesados en contratar el suministro eléctrico y en nombre de todos los Consumidores Participantes, a menos que la ley lo impida.

El Intermediario está autorizado a actuar en nombre de los Consumidores Elegibles en la contratación de un suministro eléctrico para dichos consumidores y está autorizado a actuar como representante de todos los Consumidores Participantes. El Intermediario y el Proveedor Competitivo acuerdan y comprenden que los Consumidores Participantes serán mandantes o beneficiarios en virtud de este ESA, y que se considerará que tienen acceso a un contrato con el Proveedor Competitivo, *siempre que, sin embargo*, en cualquier litigio que surja bajo este ESA, solo el Intermediario, como representante de los Consumidores Participantes, tiene el derecho, pero no la obligación, de presentar reclamos contra el Proveedor Competitivo.

2.3 CUMPLIMIENTO DE LAS LEYES

Al celebrar el presente ESA, las Partes declaran específicamente que han ejercido la debida diligencia para revisar y cumplir plenamente todas las normativas y órdenes pertinentes de la FERC, el Departamento, el Fiscal General de Massachusetts y el Departamento de Recursos Energéticos de Massachusetts, así como de cualquier otra Autoridad Gubernamental que tenga jurisdicción sobre cualquier elemento de las transacciones contempladas en este ESA.

2.4 CONDICIONES PREVIAS

Las obligaciones del Intermediario bajo este ESA estarán condicionadas a que el Proveedor Competitivo o, con respecto a los puntos (c) y (d) a continuación, la filial del Proveedor Competitivo o el comercializador de energía mayorista contratado, cumplan los siguientes requisitos:

- a) Mantener la licencia de Proveedor Competitivo del Departamento (tal como se define dicho término en los Términos y Condiciones del Distribuidor Local para Proveedores Competitivos).
- b) Ejecutar un Acuerdo de Servicio de Suministro Eléctrico Competitivo con el Distribuidor Local en una forma razonablemente satisfactoria para el Proveedor Competitivo.
- c) Ejecutar las solicitudes y los acuerdos pertinentes de ISO-NE.
- d) Obtener la autorización de la FERC para vender energía a precios basados en el mercado.
- e) Completar las pruebas de intercambio electrónico de datos (Electronic Data Interchange, EDI) con el Distribuidor Local.
- f) Proporcionar toda otra documentación razonablemente requerida por el Distribuidor Local para que los Proveedores Competitivos lleven a cabo sus obligaciones en virtud de este ESA.

Si el Proveedor Competitivo no ha cumplido con todos estos requisitos antes de la fecha de inicio del plazo de entrega, el Intermediario podrá rescindir el presente ESA sin responsabilidad alguna. Cualquier incumplimiento de tales requisitos después de la Fecha de entrada en vigencia estará sujeto a los artículos 4.2 y 4.4.

ARTÍCULO 3 ELECCIÓN DEL CONSUMIDOR, NOTIFICACIÓN DE DERECHO, INSCRIPCIÓN

3.1 ELECCIÓN DEL CONSUMIDOR

Las Partes reconocen y acuerdan que todos los Consumidores Participantes tienen el derecho, según lo establecido en las MGL, cap. 164, art. 134, y en el Programa, a cambiar su proveedor de energía eléctrica, como se establece en el Artículo 2.1. Las Partes declaran y se garantizan mutuamente que no obstruirán el derecho de los Consumidores Participantes a optar por excluirse del Programa, y cumplirán con las normas, regulaciones o políticas del Departamento, el

Distribuidor Local y/u otra Autoridad Gubernamental legal con respecto a los procedimientos para optar por excluirse o cambiar de un proveedor de energía eléctrica a otro.

3.2 APLICABILIDAD DE LOS REQUISITOS DE NOTIFICACIÓN AL CONSUMIDOR

Si este es el primer ESA del Programa, los requisitos de notificación establecidos en el Artículo 3.3 se aplicarán tanto a los Consumidores Elegibles Iniciales como a los Nuevos Consumidores Elegibles. No obstante, si este no es el primer ESA del Programa y el Programa tiene Consumidores Participantes desde la Fecha de entrada en vigencia, los requisitos de notificación establecidos en el Artículo 3.3 se aplicarán solo a los Nuevos Consumidores Elegibles, a menos se obligue expresamente al Proveedor Competitivo, en un Apéndice de Precios y Términos, a enviar por correo una opción de exclusión en un plazo necesario para dar inicio al servicio de los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles en la Fecha de inicio del plazo de Entrega.

El Proveedor Competitivo enviará por correo una opción de exclusión a los Nuevos Consumidores Elegibles según lo indique el Intermediario, pero no más de cuatro veces por año calendario (a menos que las Partes acuerden algo distinto) y en un plazo comercialmente razonable según lo indiquen el Intermediario o CPG.

3.3 NOTIFICACIÓN A LOS CONSUMIDORES SOBRE LOS DERECHOS DE EXCLUSIÓN

De acuerdo con los requisitos de toda Norma Gubernamental aplicable, el Intermediario solicitará o hará que CPG solicite y obtenga del Distribuidor Local y proporcione al Proveedor Competitivo el número de cuenta, la dirección de servicio y facturación, y otra información de contacto pertinente de todos los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles, según corresponda. Sin embargo, CPG excluirá a todos los Nuevos Consumidores Elegibles considerados como Grandes industrias de la lista de cuentas de Nuevos Consumidores Elegibles que proporciona al Proveedor Competitivo. El Proveedor Competitivo notificará a cada uno de dichos Consumidores Elegibles (i) la fecha, expresada como la fecha de lectura del medidor para un mes determinado, en la que dichos Consumidores Elegibles se inscribirán automáticamente en el Programa, y (ii) que el Proveedor Competitivo proporcionará el Suministro Eléctrico Total a dicho Consumidor Elegible a partir de la misma fecha, sujeto a las disposiciones de exclusión de las MGL cap. 164, art. 134, el Plan y el Programa (“Aviso de exclusión”). CPG o el Intermediario prepararán y proporcionarán al Proveedor Competitivo un Aviso de exclusión de formato y contenido aprobado por el Departamento (“Aviso de exclusión aprobado”), y el Proveedor Competitivo proporcionará de inmediato sus comentarios y sugerencias razonables sobre dicho formulario con el entendimiento de que, según la práctica actual del Departamento, el formulario final está sujeto a la aprobación del Departamento. El Proveedor Competitivo enviará solo el Aviso de exclusión aprobado a cada Consumidor Elegible Inicial o Nuevo Consumidor Elegible, según corresponda, en un plazo Comercialmente Razonable, según lo indiquen el Intermediario o CPG, y de conformidad con las directivas del Departamento, pero no menos de treinta y siete (37) días antes de la fecha de inscripción automática requerida por el Departamento. El Aviso de exclusión aprobado deberá: (i) indicar de manera destacada todos los cargos que debe fijar el Proveedor Competitivo; (ii) proporcionar un resumen de los precios y los términos de servicio

incluidos en el Apéndice de Precios y Términos aplicable, así como divulgar completamente los precios y los términos ofrecidos por el Distribuidor Local para el Servicio Básico; (iii) indicar cómo un Consumidor Elegible Inicial o un Nuevo Consumidor Elegible puede optar por excluirse del Programa antes de la inscripción y permanecer en el Servicio Básico del Distribuidor Local; (iv) indicar cómo un Consumidor Participante puede elegir o rechazar voluntariamente cualquier otro Producto ofrecido dentro del Programa; y (v) establecer la manera en que todos los Consumidores Participantes, después de la inscripción, también tendrán derecho a optar por excluirse en cualquier momento y regresar al Servicio Básico o elegir un nuevo proveedor competitivo sin pagar una tarifa o una multa al Proveedor Competitivo. No se inscribirá automáticamente a un Consumidor Elegible Inicial o un Nuevo Consumidor Elegible cuando se devuelva un Aviso de exclusión por no haberse podido entregar. El Intermediario acepta tomar las medidas adicionales que el Proveedor Competitivo pueda solicitar razonablemente, y a expensas del Proveedor Competitivo, en relación con el desempeño de este último en virtud de este Artículo 3.3.

El Proveedor Competitivo es responsable de todos los costos asociados con los esfuerzos del Intermediario por brindar una notificación al consumidor a todos los Consumidores Elegibles Iniciales y Nuevos Consumidores Elegibles conforme con este Artículo 3.3. Tales costos incluyen, entre otros, los materiales impresos, la impresión, la realización de copias, el envío por correo, el franqueo y los servicios de traducción a otros idiomas. En caso de que también se espere que el Intermediario o CPG incurran en costos similares para apoyar las actividades anteriores (“Costos de apoyo”), el Intermediario o CPG, según corresponda, proporcionarán al Proveedor Competitivo un aviso previo antes de incurrir en dichos Costos de apoyo. El total de los Costos de apoyo en un año calendario determinado no excederá el “Límite de costos de apoyo” establecido en cualquier Apéndice de Precios y Términos. El Proveedor Competitivo coordinará con el Intermediario o con CPG y reembolsará todos los Costos de apoyo Comercialmente Razonables, reales y documentados. El Proveedor Competitivo mantendrá una lista completa de las exclusiones durante el tiempo que dure este ESA, ya sea que se hayan recibido antes de la inscripción inicial o después de que se hayan inscrito las cuentas. Previa solicitud, el Proveedor Competitivo pondrá esta lista de exclusión a disposición del Intermediario o de CPG.

Al proporcionar las notificaciones establecidas en este Artículo 3.3 y al realizar las actividades del Artículo 3.5 a continuación, el Proveedor Competitivo debe basarse en la información que le proporcionen el Intermediario o CPG con el fin de cumplir con tales obligaciones. El Proveedor Competitivo no será responsable de ningún error u omisión en relación con su notificación de Consumidores Elegibles Iniciales o Nuevos Consumidores Elegibles que resulten de errores u omisiones en la información proporcionada por el Intermediario o por CPG. A efectos aclaratorios, el Intermediario o CPG solicitarán al Distribuidor Local todas las listas de correo de Consumidores Elegibles Iniciales y/o Nuevos Consumidores Elegibles que deban recibir notificaciones en virtud del presente Artículo 3.3 y las compartirán con el Proveedor Competitivo. El Intermediario y CPG reconocen que el Proveedor Competitivo no será responsable de solicitar las listas de correo directamente al Distribuidor Local. El Proveedor Competitivo tampoco será responsable de los retrasos en el envío de notificaciones a los Consumidores Elegibles Iniciales, los Nuevos Consumidores Elegibles o los Consumidores Participantes en la medida en que sean causados por retrasos en la recepción de información o por la forma de comunicación del Intermediario o CPG.

3.4 CONCIENTIZACIÓN DEL CONSUMIDOR

3.4.1 Notificación al consumidor de un Nuevo Proveedor Competitivo: en caso de que el Programa tenga Consumidores Participantes a partir de la Fecha de entrada en vigencia de este ESA y el Proveedor Competitivo no sea el proveedor actual del Programa, antes de la inscripción inicial de cualquier cuenta de consumidor por parte del Proveedor Competitivo en la Fecha de inicio del plazo de entrega, el Intermediario o CPG proporcionarán al Proveedor Competitivo el número de cuenta del Distribuidor Local, la dirección de servicio, la dirección de facturación y cualquier otra información de contacto pertinente de los Consumidores Participantes. El Proveedor Competitivo notificará a dichos Consumidores Participantes que será quien proporcione el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega. También notificará los Precios de venta al público y los Productos del Programa conforme con el Apéndice de Precios y Términos aplicable de este ESA. El Intermediario o CPG prepararán y entregarán al Proveedor Competitivo el formulario y el contenido del aviso, y el Proveedor Competitivo entregará dicho aviso a cada Consumidor Participante de una manera y dentro de un plazo Comercialmente Razonables, según lo indiquen el Intermediario o CPG. El Proveedor Competitivo es responsable de todos los costos asociados con dicha notificación al consumidor, incluidos, entre otros, los materiales impresos, la impresión, la realización de copias, el envío por correo, el franqueo y los servicios de traducción a otros idiomas.

3.4.2 Actividades de concientización para el Consumidor del Proveedor Competitivo o de CPG: siempre que todas las Partes acuerden mutuamente el método y el contenido, el Proveedor Competitivo o CPG podrán llevar a cabo actividades de concientización para el consumidor a expensas exclusivas de dicha parte. Dichas actividades deben ser consistentes con el Plan de asesoramiento incluido en el Plan.

3.4.3 Actividades de concientización para el Consumidor del Intermediario: el Proveedor Competitivo será responsable de los costos asociados con las actividades de concientización para el consumidor dirigidas por el Intermediario, pero solo si dichas actividades y su alcance se detallan y se delegan explícitamente al Proveedor Competitivo en cualquier Solicitud de Propuestas para servicios competitivos de suministro eléctrico emitida en relación con este ESA y, también, expresamente establecida en cualquier Apéndice de Precios y Términos (“Promociones del Programa”). Dichas Promociones del Programa pueden incluir mejoras en el sitio web del Intermediario, anuncios impresos, publicidad paga en redes sociales, información para el consumidor y la preparación y entrega de materiales de asesoramiento separados e independientes de otras notificaciones al consumidor enviadas por correo y requeridas de conformidad con el presente ESA. El Proveedor Competitivo no será responsable de los costos de ninguna promoción del programa que no sea una Promoción del Programa incluida en la Solicitud de Propuesta y en el Apéndice de Precios y Términos. El Intermediario también puede solicitar al Proveedor Competitivo que imprima y envíe por correo a los Consumidores Participantes, Consumidores Elegibles o consumidores de electricidad del Municipio materiales de Promociones del Programa preparados por el Intermediario, siempre que esto no ocurra más de una vez en un año calendario determinado, durante el plazo de este ESA, y siempre que el contenido de dichas Promociones del Programa esté sujeto a los comentarios razonables del Proveedor Competitivo y a la aprobación final del Departamento. Los costos totales de las Promociones del Programa en un año calendario determinado no excederán el “Límite de las Promociones del Programa” establecido en cualquier Apéndice de Precios y Términos.

Asimismo, el Intermediario puede, a su discreción, ajustar el(los) Precio(s) de venta al público para permitir que el Intermediario o CPG recuperen los costos incurridos por cualquiera de las partes en las actividades de concientización para el consumidor dirigidas por el Intermediario, en cuyo caso el Intermediario ordenará al Proveedor Competitivo que recopile y remita dichos reembolsos al Intermediario o a CPG, según corresponda.

3.5 INSCRIPCIÓN

Los procedimientos de inscripción que se detallan en este Artículo 3.5 también se resumen en el Anexo A del presente ESA. Sin embargo, en caso de conflicto entre este Artículo 3.5 y el Anexo A, prevalecerán los términos de este Artículo. El Proveedor Competitivo inscribirá a los consumidores de conformidad con este Artículo 3.5 y de acuerdo con las normas aplicables del Distribuidor Local.

3.5.1 Consumidores Elegibles Iniciales: en caso de que corresponda y de conformidad con el Artículo 3.2, CPG o el Intermediario proporcionarán al Proveedor Competitivo la lista de Consumidores Elegibles Iniciales, así como las direcciones de servicio y facturación de dichos Consumidores Elegibles Iniciales, y cualquier otra información relacionada que las Partes acuerden que es necesaria, con tiempo suficiente para que el Proveedor Competitivo comience a brindar el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega.

3.5.2 Consumidores Participantes: en caso de que corresponda y de conformidad con el Artículo 3.4, CPG o el Intermediario proporcionarán al Proveedor Competitivo la lista de Consumidores Participantes, así como las direcciones de servicio y facturación de dichos Consumidores Participantes, y cualquier otra información relacionada que las Partes acuerden que es necesaria, con tiempo suficiente para que el Proveedor Competitivo comience a brindar el Suministro Eléctrico Total a partir de la Fecha de inicio del plazo de entrega. Todos los Consumidores Participantes seguirán estando inscritos en el Programa bajo los términos del presente ESA a menos que opten por excluirse, de acuerdo con el Plan, este ESA y las Normas Gubernamentales.

3.5.3 Nuevos Consumidores Elegibles: los Nuevos Consumidores Elegibles que (a) reciban un aviso y (b) no opten por excluirse del Programa, cada uno y según lo dispuesto en el Artículo 3.3, serán inscritos automáticamente por el Proveedor Competitivo en el Programa al Precio de venta al público del Producto estándar.

3.5.4 Consumidores Elegibles que anteriormente optaron por excluirse: en cualquier momento durante el Plazo del presente ESA, los Consumidores Elegibles que anteriormente optaron por excluirse del Programa, con la excepción de los Consumidores Elegibles considerados como Grandes industrias, pueden solicitar la inscripción en el Programa. El Proveedor Competitivo proporcionará el Suministro Eléctrico Total a dichos Consumidores Elegibles al Precio de venta al público aplicable para el Producto seleccionado.

3.5.5 Consumidores Elegibles anteriormente atendidos por terceros: el Proveedor Competitivo acepta que, con la excepción de los consumidores considerados como Grandes industrias, los consumidores a los que se esté abasteciendo o se haya abastecido anteriormente en virtud de acuerdos de suministro competitivo con terceros pueden elegir

recibir el Suministro Eléctrico Total al Precio de venta al público aplicable para el Producto seleccionado cuando dichos acuerdos finalicen o se completen.

3.5.6 Consumidores considerados como Grandes industrias: los consumidores considerados como Grandes industrias que (i) ahora son Nuevos Consumidores Elegibles o (ii) anteriormente optaron por excluirse del Programa, o (iii) estén recibiendo o hayan recibido previamente un servicio de suministro competitivo de terceros podrán solicitar su inscripción en el Programa, y el Proveedor Competitivo ofrecerá brindar el Suministro Eléctrico Total a dichos consumidores considerados como Grandes industrias con base en la tarifa de mercado del momento, según determine el Proveedor Competitivo a su entera discreción para el Producto seleccionado. Dicha oferta deberá ser coherente con todos los términos del presente ESA, incluida, entre otras, la posibilidad del consumidor de optar por excluirse del Programa, en cualquier momento y sin penalización alguna. Antes de la inscripción, el Proveedor Competitivo notificará de inmediato por escrito a CPG si cualquier Consumidor Elegible considerado como Grandes industrias acepta dicha oferta de la tarifa de mercado.

ARTÍCULO 4 PLAZO DEL ACUERDO Y TERMINACIÓN

4.1 PLAZO

El presente ESA comenzará en su Fecha de entrada en vigencia; *se estipula, no obstante*, que la obligación del Proveedor Competitivo de proporcionar el Suministro Eléctrico Total durante cualquier Plazo de entrega comience en la Fecha de inicio del plazo de entrega y finalice en la Fecha de finalización del plazo de entrega, cada una según lo establecido en un Apéndice de Precios y Términos, a menos que se rescinda antes, en virtud de lo establecido en el Artículo 4.2 a continuación (“Plazo”); se estipula, no obstante, que el Proveedor Competitivo solo comenzará a prestar servicio a un Consumidor Participante después de que dicho Consumidor haya sido inscrito por el Proveedor Competitivo y de que el Consumidor Participante haya sido transferido del Distribuidor Local al Proveedor Competitivo, de acuerdo con todas las Normas Gubernamentales. Puede tomar hasta dos ciclos de facturación para que la inscripción con el Proveedor Competitivo entre en vigencia. El Proveedor Competitivo no es responsable de dicho retraso, ni de ninguna falla o demora en la inscripción de cualquier Consumidor Participante causada por el Distribuidor Local. El Intermediario proporcionará la cooperación, la asistencia, los documentos, las autorizaciones, los instrumentos y otra información que el Proveedor Competitivo solicite razonablemente para permitir que los Consumidores Participantes se inscriban en el Programa y reciban el servicio.

4.2 TERMINACIÓN

El presente ESA puede finalizar en cualquier momento previo aviso por escrito:

- a) Por el Intermediario o por el Proveedor Competitivo si alguna de las Partes no subsana, de conformidad con el Artículo 4.4, cualquier incumplimiento de una disposición u obligación sustancial del presente ESA (incluidos, entre otros, el Artículo 5.6.2 y el Artículo 9, pero excluido el incumplimiento de la obligación de suministrar u organizar el Suministro Eléctrico Total, que se aborda en el Artículo 4.2(d)), en un plazo de sesenta (60) días a partir del aviso por escrito de la Parte que no haya incumplido.

- b) Por el Intermediario o por el Proveedor Competitivo si la otra Parte presenta Quiebra según los términos definidos en este ESA.
- c) Por el Intermediario o por el Proveedor Competitivo si un tribunal de jurisdicción competente declara finalmente inválida alguna disposición o condición sustancial de este ESA, o si el Departamento ejerce cualquier jurisdicción legal e invalida o desaprueba este ESA en su totalidad o en una parte significativa.
- d) Por el Intermediario, en caso de que el Proveedor Competitivo no proporcione el Suministro Eléctrico Total a los Consumidores Participantes; se dispone, no obstante, que no se permitirá al Intermediario rescindir este ESA si el hecho de que el Proveedor Competitivo no brinde ni organice el Suministro Eléctrico Total sea el resultado directo de un evento de Fuerza Mayor, sin culpa del Proveedor Competitivo o, en la medida en que no califique como Fuerza Mayor, de las acciones o falta de acciones por parte de cualquier proveedor de servicios de transmisión, el Distribuidor Local, el Intermediario, CPG, la ISO-NE o una Autoridad Gubernamental.

4.3 OBLIGACIONES LUEGO DE LA TERMINACIÓN

Tras la terminación del presente ESA, cada una de las Partes cumplirá todas las obligaciones contraídas con la otra Parte hasta la fecha de terminación del ESA. El Proveedor Competitivo cooperará razonablemente y de buena fe en la transición de los Consumidores Participantes a un nuevo proveedor competitivo o de vuelta al Distribuidor Local. A partir de la fecha de entrada en vigencia de la terminación del ESA, todos los derechos y privilegios otorgados y las obligaciones impuestas al Proveedor Competitivo cesarán, con la excepción del derecho del Proveedor Competitivo a cobrar todo el dinero adeudado por los servicios prestados, salvo que se disponga expresamente lo contrario en este ESA. Puede tomar hasta dos ciclos de facturación transferir a los Consumidores Participantes a otro proveedor o al Distribuidor Local, y el Proveedor Competitivo tiene derecho a todo el pago por el Suministro Eléctrico Total proporcionado, ya sea antes o después de la fecha de terminación. El Intermediario requerirá que el proveedor competitivo sucesor haga todo lo posible por transferir a los Consumidores Participantes del Proveedor Competitivo a su propio servicio en la Fecha de finalización del plazo de entrega. El Proveedor Competitivo puede hacer que el Distribuidor Local cancele las cuentas de cualquier Consumidor Participante que no haya sido transferido o eliminado antes de la Fecha de finalización del plazo de entrega.

4.4 CASO DE INCUMPLIMIENTO Y CUMPLIMIENTO ESPECÍFICO

Sin perjuicio de cualquier otra disposición en contrario del presente documento, las Partes acuerdan que se producirá un Caso de Incumplimiento si (i) una Parte no subsana, de conformidad con el Artículo 4.2(a), un incumplimiento de cualquier disposición sustancial u obligación en virtud de este ESA, incluidas, entre otras, las disposiciones del Artículo 6; (ii) una Parte se declara en quiebra; (iii) en el caso de un Proveedor Competitivo, el Proveedor Competitivo no proporciona el Suministro Eléctrico Total tal y como se establece en el Artículo 4.2(d); (iv) una Parte modifica, suspende o termina el Programa durante el Plazo, excepto cuando dicha modificación, suspensión o terminación sea, sin culpa de la Parte, requerida por las Normas Gubernamentales; o (v) una Parte busca terminar este ESA con excepción de lo expresamente autorizado en este ESA, incluido el Artículo 4.2. En caso de incumplimiento por parte del Intermediario, el Proveedor Competitivo

tendrá derecho al cumplimiento específico de este ESA como único recurso. Las Partes reconocen y acuerdan que, dado que el Proveedor Competitivo no tiene derecho a indemnización por daños y perjuicios en virtud del presente ESA, no existe ningún recurso legal adecuado para compensar al Proveedor Competitivo por las acciones del Intermediario según se describe en los puntos (i), (iv) o (v) y, además, acuerdan que el Proveedor Competitivo sufrirá un daño irreparable si el Intermediario lleva a cabo cualquiera de las acciones descritas en los puntos (i), (iv), o (v) en este apartado.

4.5 PRÓRROGA

El ESA podrá prorrogarse más allá de la fecha de terminación establecida en el Artículo 4.1 mediante acuerdo mutuo y por escrito de las Partes; se dispone, no obstante, que se negocien nuevas condiciones de fijación de precios y que las Partes modifiquen este ESA mediante la ejecución de un Apéndice de Precios y Términos actualizado. Tras cualquier prórroga de este ESA, el presente continuará en vigor, y todas las disposiciones del ESA modificadas conservarán la misma fuerza y efecto que antes de la prórroga, a menos que sea finalizado por cualquiera de las Partes de conformidad con las disposiciones del Artículo 4.2 o hasta la fecha indicada en dicha prórroga.

ARTÍCULO 5 CONVENIOS PERMANENTES

El Proveedor Competitivo acepta y se compromete a cumplir con cada una de las siguientes obligaciones durante el plazo del presente ESA.

5.1 ESTÁNDARES DE GESTIÓN Y OPERACIONES

En el cumplimiento de sus obligaciones en virtud del presente, durante la vigencia de este ESA, el Proveedor Competitivo empleará un número adecuado de personal capacitado y experimentado de manera competente para llevar a cabo sus responsabilidades; ejercerá todos los esfuerzos razonables para entregar o hacer arreglos para entregar un suministro de las cantidades de electricidad al Punto de Entrega que se requieren en virtud de este ESA; y cumplirá en todos los aspectos sustanciales con todos los estándares y las prácticas relevantes de la industria para el suministro de electricidad a los Consumidores Participantes.

5.2 ACCESO AL SERVICIO DE ATENCIÓN AL CLIENTE

El Proveedor Competitivo proporcionará, o hará que se proporcionen, ciertos servicios de atención al cliente a los Consumidores Participantes y a los Consumidores Elegibles. Dichos servicios serán razonablemente accesibles para los Consumidores Participantes, permitirán a los Consumidores Participantes y a los Consumidores Elegibles realizar transacciones comerciales que puedan tener con el Proveedor Competitivo y servirán como enlace comunicacional entre los Consumidores Participantes, el Intermediario, CPG y el Distribuidor Local. En la Fecha de entrada en vigencia, o antes, el Proveedor Competitivo establecerá un número de teléfono gratuito que deberá estar disponible para que los Consumidores Participantes se comuniquen con el Proveedor Competitivo desde, a más tardar, las 8:00 a. m. y, al menos, hasta las 5:00 p. m., hora del este, de lunes a viernes, con excepción de los días festivos federales, para resolver inquietudes, responder preguntas y realizar transacciones comerciales con respecto al servicio recibido del Proveedor Competitivo. El Intermediario publicará información relacionada con el Programa en su sitio web que estará a

disposición de los Consumidores Participantes a fin de que consulten información general, información sobre productos y servicios, y otros fines.

5.3 RESPUESTA A LAS SOLICITUDES DE INFORMACIÓN

En la medida autorizada por el(los) Consumidor(es) Participante(s) (si dicha autorización individual es requerida por la ley), el Proveedor Competitivo deberá, durante el horario comercial regular, responder con prontitud y sin cargo a las solicitudes razonables del Intermediario o de CPG para obtener información o explicaciones sobre los asuntos cubiertos por este ESA y sobre el suministro de energía a los Consumidores Participantes. El Proveedor Competitivo acepta designar un representante o representantes de servicio (los “Contactos de Servicio”) que estarán disponibles para estos fines, y deberá identificar la dirección de la oficina y el número de teléfono de dichos representantes. Siempre que sea necesario para cumplir con este Artículo 5.3, los Contactos de Servicio recurrirán a otros empleados o agentes del Proveedor Competitivo para obtener la información o la explicación que se solicite razonablemente. Nada de lo estipulado en este Artículo 5.3 se interpretará como una limitación de la obligación del Proveedor Competitivo de responder a las quejas o a las consultas de los Consumidores Participantes o de cumplir con cualquier regulación del Departamento o del Fiscal General con respecto al servicio de atención al cliente.

5.4 ORGANIZACIÓN DE UN SUMINISTRO ELÉCTRICO TOTAL SEGURO

5.4.1 Obligaciones en materia de Energías Renovables

El Proveedor Competitivo gestionará las Obligaciones en materia de Energías Renovables de conformidad con el presente ESA. En la medida en que este ESA requiera que la Energía Renovable Voluntaria se obtenga de recursos que se rastrean dentro del Sistema de Información de Generación de NEPOOL (NEPOOL Generation Information System, NEPOOL GIS), el Proveedor Competitivo creará y administrará una subcuenta o una cuenta de reserva de NEPOOL GIS exclusivamente para que el Programa reciba, contabilice, rastree y administre todos y cada uno de los REC adquiridos y entregados para cumplir con los requisitos de renovación voluntaria de los Productos que contienen Energía Renovable Voluntaria, si la hubiera (“Cuenta del GIS del Programa”), pero solo si el requisito de una Cuenta del GIS del Programa se establece explícitamente en cualquier Solicitud de Propuestas para servicios competitivos de suministro eléctrico en relación con este ESA y se establece en el Apéndice de Precios y Términos aplicable a este ESA. Independientemente de si se requiere que el Proveedor Competitivo establezca una Cuenta del GIS del Programa, deberá proporcionar documentación satisfactoria para el Intermediario que demuestre que el Proveedor Competitivo cumplió con todos los requisitos renovables voluntarios de los Productos que contienen Energía Renovable Voluntaria. El Proveedor Competitivo proporcionará dicha documentación o copias de informes detallados de la Cuenta del GIS del Programa conforme con el Artículo 11.1.1 y según lo solicite el Intermediario periódicamente.

5.4.2 {Reservado}

5.4.3 Interrupción en el servicio de entrega

El Proveedor Competitivo no será responsable ante el Intermediario ni ante cualquier Consumidor Participante en caso de que el Distribuidor Local, por cualquier motivo y sin culpa del Proveedor Competitivo, desconecte físicamente, restrinja o reduzca el servicio a los Consumidores Participantes.

5.5 PRESTACIÓN DE SERVICIOS NO DISCRIMINATORIA

El Proveedor Competitivo proporcionará energía eléctrica al Punto de Entrega para todos los Consumidores Participantes de forma no discriminatoria de conformidad con los precios y los términos establecidos en el Apéndice de Precios y Términos vigente en ese momento. El Proveedor Competitivo no puede negar el servicio a un Consumidor Elegible por falta de pago de las facturas del Distribuidor Local o de otro proveedor competitivo. Se permitirá al Proveedor Competitivo dar de baja a cualquier Consumidor Participante y transferirlo al Distribuidor Local por no realizar los pagos oportunos de su factura al Distribuidor Local, conforme con el Artículo 7.4.2, si el Proveedor Competitivo no ha sido compensado por el Distribuidor Local de conformidad con su Acuerdo de Servicio de Suministro Eléctrico Competitivo con el Distribuidor Local.

5.6 DATOS DE LOS CONSUMIDORES Y COMUNICACIÓN CON LOS CONSUMIDORES

5.6.1 Restricciones

Sin perjuicio de cualquier disposición contraria de este ESA, incluido este Artículo 5.6, el Proveedor Competitivo solo podrá comunicarse con los Consumidores Participantes y/o utilizar las listas de Consumidores Elegibles y Consumidores Participantes proporcionadas por el Intermediario o por CPG para enviar materiales de asesoramiento aprobados por el Intermediario, avisos de exclusión u otras comunicaciones esenciales para el funcionamiento del Programa de conformidad con los términos del presente ESA. El Proveedor Competitivo no puede utilizar dichas listas para comercializar productos o servicios adicionales a los Consumidores Elegibles o a los Consumidores Participantes. El Intermediario también será responsable de obtener todas las aprobaciones necesarias para las comunicaciones con los Consumidores Participantes, incluida cualquier revisión necesaria por parte del Departamento.

5.6.2 Propiedad y uso de los Datos de los Consumidores

El Proveedor Competitivo reconoce que, entre las Partes, el Intermediario será el propietario exclusivo de todos los derechos, títulos e intereses sobre todos los Datos de los Consumidores. El Proveedor Competitivo utilizará los Datos de los Consumidores solo para proporcionar el Suministro Eléctrico Total a los Consumidores Participantes y para prestar otros servicios requeridos o permitidos en virtud de este ESA. El Proveedor Competitivo deberá tratar los Datos de los Consumidores como información confidencial. Queda estrictamente prohibido cualquier otro uso de los Datos de los Consumidores sin el consentimiento previo por escrito del Intermediario. El Proveedor Competitivo mantendrá todos los Datos de los Consumidores en formato electrónico. A menos que lo restrinjan las Normas Gubernamentales aplicables, el Proveedor Competitivo pondrá los Datos de los Consumidores a disposición del Intermediario o de CPG previa solicitud. El Intermediario será responsable por la posesión y el uso de los Datos de los Consumidores por parte de CPG.

BORRADOR

Sin perjuicio de lo dispuesto en el Artículo 16 en sentido contrario, el Proveedor Competitivo podrá compartir los Datos de los Consumidores con filiales y proveedores externos, en la medida razonablemente necesaria, para satisfacer la provisión del Proveedor Competitivo del Suministro Eléctrico Total y otros derechos u obligaciones de rendimiento, de conformidad con el presente ESA (incluido, entre otros, el cobro de cuentas por cobrar), siempre que el Proveedor Competitivo informe por escrito a dicho proveedor de la naturaleza confidencial de los Datos de los Consumidores y de las restricciones establecidas en este Artículo 5.6 y en otras partes de este ESA. En el caso de que el Intermediario haya elegido un nuevo proveedor para su Programa, antes de la Fecha de finalización del plazo de entrega y en el momento que determine el Intermediario, el Proveedor Competitivo proporcionará una copia de los datos de los Consumidores Participantes en un formato electrónico de uso general y como exista en ese momento, al Intermediario y, bajo petición escrita del Intermediario, a otras partes, como el nuevo proveedor, que el Intermediario declare que han sido autorizadas para recibir dichos datos; siempre que el Proveedor Competitivo proporcione dichos datos “en el estado en que se encuentran” y sin garantía de ningún tipo. POR MEDIO DEL PRESENTE, EL PROVEEDOR COMPETITIVO RENUNCIA EXPRESAMENTE A TODAS LAS GARANTÍAS RELACIONADAS CON DICHS DATOS, EXPRESAS O IMPLÍCITAS, INCLUIDAS, ENTRE OTRAS, LAS GARANTÍAS IMPLÍCITAS DE COMERCIABILIDAD E IDONEIDAD PARA UN PROPÓSITO PARTICULAR. Una violación sustancial de este Artículo 5.6.2 por parte del Proveedor Competitivo, sus filiales o proveedores externos será motivo de terminación en virtud del Artículo 4.2(a). El Proveedor Competitivo acepta que una violación de este Artículo 5.6.2 constituirá un daño irreparable.

5.6.3 Aprobación de Comunicaciones Generales

Antes de enviar un correo directo, un correo electrónico o cualquier otra comunicación similar (de forma colectiva, “Comunicaciones Generales”) a los Consumidores Participantes (pero sin incluir las comunicaciones redactadas o adaptadas individualmente que respondan a una queja o a una circunstancia específica de un consumidor individual), el Proveedor Competitivo proporcionará una copia de dicha Comunicación General al Intermediario para que la revise, a fin de determinar si dicha comunicación es esencial para el funcionamiento del Programa de conformidad con el Artículo 5.6.1. El Intermediario tendrá el derecho de objetar dicha Comunicación General y de sugerir revisiones; siempre que, no obstante, la aprobación del Intermediario no se retenga o se retrase sin justificación. El Intermediario podrá rechazar o excluir cualquier Comunicación General propuesta que, según su juicio razonable, sea contraria a los intereses y objetivos del Programa o del Intermediario, y el Proveedor Competitivo no enviará tal Comunicación General rechazada o excluida; no obstante, dicho derecho de rechazo o exclusión no se aplicará a la notificación del Proveedor Competitivo usada para ejercer o hacer valer sus derechos en virtud del presente ESA, incluida, entre otras, cualquier notificación de Fuerza Mayor o Cambio de Ley, o cualquier comunicación requerida por el Departamento o por cualquier otra Autoridad Gubernamental.

5.6.4 Comercialización directa

El Proveedor Competitivo se compromete a no comercializar directamente un nuevo producto o servicio a ningún Consumidor Participante que se base en los conocimientos

exclusivos del Proveedor Competitivo sobre los Consumidores Participantes, o en el acceso a ellos, adquiridos como resultado directo del presente ESA, a menos que el Intermediario o CPG lo aprueben previamente por escrito. Cualquier nuevo producto o servicio que el Proveedor Competitivo y/o el Intermediario deseen ofrecer a los Consumidores Participantes de conformidad con este Artículo 5.6.4 está sujeto a la aprobación del Departamento. A los efectos de esta disposición, la “comercialización directa” incluirá llamadas telefónicas, envíos por correo o correos electrónicos de ventas de parte del Proveedor Competitivo a un Consumidor Participante mediante los cuales el Proveedor Competitivo comercialice productos o servicios distintos de los que brinda de conformidad con este ESA. Los programas de amplia base del Proveedor Competitivo que no se basen en el conocimiento o el acceso exclusivo obtenido mediante el presente ESA no constituirán dicha “comercialización directa”.

5.6.5 Listas de Consumidores Participantes

En la medida en que no esté prohibido por ninguna Norma Gubernamental, el Proveedor Competitivo proporcionará una lista de los Consumidores Participantes a los que atiende al Intermediario o a CPG, previa solicitud por escrito, incluida la información razonable de identificación y de uso, que el Intermediario también podrá solicitar, siempre y cuando el Proveedor Competitivo disponga de dicha información. El Proveedor Competitivo proporcionará las mencionadas listas de Consumidores Participantes en un formato electrónico razonablemente aceptable para ambas Partes y con una frecuencia máxima de una vez al mes.

5.7 CUMPLIMIENTO DE LAS LEYES Y LAS NORMAS

Las Partes deberán cumplir pronta y totalmente con todas las Normas Gubernamentales existentes y futuras aplicables a las actividades cubiertas por el presente ESA, lo que incluye, para el Proveedor Competitivo, todas las Normas de Energía Renovable aplicables.

5.8 CONSENTIMIENTO

Siempre que el cumplimiento de una obligación de cualquiera de las Partes requiera el consentimiento o la aprobación de una Autoridad Gubernamental, dicha Parte hará esfuerzos Comercialmente Razonables para obtener dicho consentimiento o aprobación. En caso de que el Proveedor Competitivo solicite la asistencia del Intermediario para obtener dicho consentimiento o aprobación y de que el Intermediario anticipe que incurrirá en costos para cumplir con la solicitud del Proveedor Competitivo, le dará al Proveedor Competitivo una estimación de dichos costos. Una vez recibida la estimación, el Proveedor Competitivo determinará si continuará solicitando la asistencia del Intermediario y, de ser así, el Proveedor Competitivo reembolsará al Intermediario todos los costos reales, hasta el monto estimado en dólares, en los que razonablemente haya incurrido el Intermediario en relación con dichos esfuerzos.

ARTÍCULO 6 LA FUNCIÓN DEL INTERMEDIARIO

En virtud del presente ESA; el Intermediario no recibirá, tomará posesión ni será responsable del suministro o de la entrega del Suministro Eléctrico Total de ninguna manera. Las Partes acuerdan específicamente que la función del Intermediario (además de cumplir con sus obligaciones en

virtud de este ESA) es establecer los términos y condiciones bajo los cuales el Proveedor Competitivo proporcionará el Suministro Eléctrico Total en virtud de este ESA, y exigir el cumplimiento de esos términos y condiciones al Proveedor Competitivo. Las Partes acuerdan que el Intermediario no es una “compañía distribuidora”, una “compañía eléctrica”, una “compañía generadora” ni una “compañía transmisora” dentro del significado de las MGL cap. 164, art. 1, como resultado de este ESA, a menos que un tribunal, el Departamento u otra autoridad legal dictaminen lo contrario; sin embargo, se puede considerar que el Intermediario está operando un plan municipal de agrupación de carga conforme a las MGL cap. 164, art. 134. Todos los Consumidores Participantes están obligados como mandantes y beneficiarios de este ESA, sujeto a las disposiciones de las MGL, cap. 164, art. 134, y las normas y prácticas del Departamento. Por el presente, el Proveedor Competitivo acepta que no tomará ninguna medida para responsabilizar al Intermediario ante ningún Consumidor Participante debido a cualquier acto o falta de acción por parte del Proveedor Competitivo en relación con la entrega o el suministro del Suministro Eléctrico Total.

ARTÍCULO 7 PRECIOS Y SERVICIOS; FACTURACIÓN

7.1 ANEXO DE PRECIOS Y TÉRMINOS

El Proveedor Competitivo acepta proporcionar el Suministro Eléctrico Total y otros servicios relacionados como se establece expresamente en este documento de acuerdo con los precios y términos incluidos en el Apéndice de Precios y Términos vigente en el momento de este ESA.

7.2 OBLIGACIÓN DE CUMPLIR

Entre las Partes, el Proveedor Competitivo tiene la única obligación, de conformidad con el Artículo 5.5, de organizar la entrega del Suministro Eléctrico Total a todos los Consumidores Participantes en el Punto de Entrega.

7.3 MEDICIÓN

El Distribuidor Local será el responsable de cualquier medición necesaria para facturar a los Consumidores Participantes, de acuerdo con los términos y condiciones para los proveedores competitivos del Distribuidor Local, con las modificaciones que puedan introducirse periódicamente.

7.4 TÉRMINOS Y CONDICIONES RELACIONADOS CON EL SERVICIO DE CUENTA INDIVIDUAL

7.4.1 Titularidad

La titularidad del Suministro Eléctrico Total se transferirá del Proveedor Competitivo a los Consumidores Participantes en el Punto de Venta. De acuerdo con los términos y condiciones para los proveedores competitivos del Distribuidor Local, el Proveedor Competitivo será responsable de todas y cada una de las pérdidas de línea incurridas en los sistemas de transmisión de la red local y en los sistemas de distribución, según lo determine el Distribuidor Local.

7.4.2 Facturación y pago

El Proveedor Competitivo encargará al Distribuidor Local que prepare y envíe por correo mensualmente las facturas a los Consumidores Participantes en función de las lecturas de los medidores realizadas por el Distribuidor Local en cada uno de los medidores de los Consumidores Participantes. El Proveedor Competitivo adoptará los términos de facturación y pago ofrecidos por el Distribuidor Local, a menos que acuerden lo contrario. Si los datos reales del medidor no están disponibles, el Proveedor Competitivo podrá facturar en función de sus estimaciones de uso de buena fe, y cualquier cargo excesivo o insuficiente se contabilizará en el próximo período de facturación en el que se disponga de los datos reales del medidor.

7.4.3 Transmisión local y regional

Los Precios de venta al público establecidos en cualquier Apéndice de Precios y Términos no incluyen los cargos actuales y futuros cobrados o fijados por el Distribuidor Local de conformidad con su arancel de servicio de distribución, o los costos de transmisión local que puedan imponer NEPOOL, ISO-NE o empresas eléctricas individuales que tengan aranceles de transmisión de la FERC u otros cargos similares de distribución y transmisión. El Distribuidor Local facturará y cobrará todos estos costos a los Consumidores Participantes. Si en el futuro el Proveedor Competitivo se hace responsable de dichos costos de distribución o transmisión, el Proveedor Competitivo tendrá derecho a cobrar dichos costos en la medida en que lo permitan las Normas Gubernamentales.

7.4.4 Impuestos

Todos los impuestos sobre las ventas, los ingresos brutos, los consumos específicos o similares que graven la venta o el consumo del Suministro Eléctrico Total que deba recaudar el Proveedor Competitivo se incluirán en la factura del Consumidor Participante, y el Proveedor Competitivo los remitirá a la autoridad fiscal competente. Los Consumidores Participantes serán responsables de todos los impuestos (excepto los impuestos sobre los ingresos del Proveedor Competitivo) asociados con las ventas en virtud del ESA. Los Consumidores Participantes serán responsables de identificar y solicitar cualquier exención de la recaudación de cualquier impuesto presentando la documentación adecuada al Proveedor Competitivo.

ARTÍCULO 8 PRODUCTOS OPCIONALES

El Proveedor Competitivo acepta ofrecer los Productos opcionales descritos en el Apéndice de Precios y Términos vigente en ese momento en su provisión del Suministro Eléctrico Total en virtud del presente ESA.

ARTÍCULO 9 PROTECCIONES DE SERVICIO PARA CONSUMIDORES RESIDENCIALES

Con respecto al suministro de energía minorista a los Consumidores Participantes, el Proveedor Competitivo acepta que cumplirá la normativa aplicable y cualquier enmienda en relación a esta, y con todos los códigos de conducta o todas las políticas que el Departamento pueda adoptar de

acuerdo con las MGL cap. 164, art. 1F(7). Si un Consumidor Participante lo permite, en la medida en que dicho permiso sea requerido por la ley o por los términos de cualquier orden del Departamento con respecto a este ESA, el Proveedor Competitivo acepta notificar al Intermediario y a CPG de cualquier queja de un Consumidor Participante presentada al Departamento o a la Oficina del Fiscal General de Massachusetts, registrada por estos, y recibida por el Proveedor Competitivo, que este no puede resolver con el Consumidor Participante dentro de los cinco (5) días hábiles siguientes a la recepción de la queja por parte del Proveedor Competitivo. El Proveedor Competitivo acepta notificar al Intermediario y a CPG de tales quejas después de terminado el mencionado quinto día hábil, y el Intermediario o su representante pueden, a elección del Intermediario, participar y abogar en nombre del Consumidor Participante en la resolución de la disputa, en la medida en que dichas quejas se relacionen directamente con el Programa y que no estén prohibidas por las regulaciones del Departamento y otras leyes aplicables.

Asimismo, y de conformidad con las MGL cap. 164, art. 1F(2), y la sección 11.05(2)(b)19 del artículo 220 del Código de Regulaciones de Massachusetts (Code of Massachusetts Regulations, CMR), en el caso de una disputa relacionada con una factura o con un servicio del Proveedor Competitivo, conforme a este ESA, un Consumidor Participante puede comunicarse con el Departamento, el cual puede remitir la disputa a la Oficina de Resolución de Disputas de Massachusetts para su mediación, si el monto en disputa es superior a cien dólares (\$100.00) y el objeto de la disputa está comprendido dentro de la autoridad estatutaria y regulatoria del Departamento.

ARTÍCULO 10 NO DISCRIMINACIÓN EN LA CONTRATACIÓN Y EL EMPLEO

El Proveedor Competitivo acepta llevar a cabo sus operaciones y actividades conforme con este ESA, de acuerdo con todas las leyes estatales y federales aplicables con respecto a la no discriminación en la contratación y el empleo de los trabajadores.

ARTÍCULO 11 INFORMACIÓN SOBRE EL SUMINISTRO ELÉCTRICO Y ACCESO A LA INFORMACIÓN

11.1 INFORMACIÓN SOBRE EL SUMINISTRO ELÉCTRICO

11.1.1 Informes

Informe mensual de Pago de Honorarios de Consultoría/detalles de uso (Apéndice C). El Proveedor Competitivo proporcionará al Intermediario o a CPG un informe mensual de detalles de uso para respaldar cada pago de Honorarios de Consultoría realizado a CPG, que contendrá lo siguiente:

- a. Nombre de la agrupación
- b. Nombre del consumidor
- c. Zona de carga (NEMA, SEMA, WCMA)
- d. Nombre de la empresa: Eversource East (Boston Edison), Eversource East (Mancomunidad), Eversource West (WMECo), NGRID, Unitil

- e. Código de Clase de Tarifa (R1, R2, G1, G2, S1, etc.) al momento de la facturación
- f. Núm. de cuenta de la empresa
- g. Núm. de cuenta del servicio (solo Eversource West)
- h. Núm. de medidor (solo Eversource East y Unitil)
- i. Núm. de factura
- j. Fecha de la factura (período)
- k. Ciclo de lectura del medidor
- l. Uso mensual desde/fecha de inicio
- m. Uso del medidor hasta/fecha de finalización
- n. Cantidad de kWh utilizados
- o. Arancel de agrupación (que cobró la empresa)
- p. Fecha de pago de Honorarios de Consultoría (mes/año)
- q. Pago de Honorarios de Consultoría (Honorarios de Consultoría x kWh)
- r. Estado de cuenta (inscrita, activa, anulada, cancelada)
- s. Tipo de factura (definitiva, original, estimada)
- t. Producto ofrecido

Informe mensual de inscripción (Apéndice D). El Proveedor Competitivo proporcionará al Intermediario o a CPG un informe mensual de los datos de inscripción desglosados por la clasificación de los códigos de tarifa (incluido el desglose adicional de los datos de la tarifa R2; consulte las pestañas 3 y 4 del Apéndice D para obtener más información):

- a. Cuentas inscritas al comienzo del mes
- b. Cantidad de cuentas que se movieron, se cerraron o cambiaron de proveedor
- c. Cantidad de cuentas que optaron por excluirse
- d. Cantidad de cuentas que optaron por participar
- e. Cantidad de cuentas restantes a fin de mes

Los informes mensuales deberán entregarse al Intermediario o a CPG dentro de los cinco (5) días hábiles siguientes al cierre de cada mes. Esta información deberá enumerarse por separado para cada Producto y Clase de Tarifa. Esta información se facilitará en formato electrónico.

Informe semanal de inscripción (Apéndice E). A pedido del Intermediario o de CPG, el Proveedor Competitivo proporcionará informes semanales de las transacciones de inscripción con la información detallada en el Apéndice E del presente ESA.

Informes operativos: el Proveedor Competitivo proporcionará a CPG una copia de los archivos de sincronización del Distribuidor Local para el Programa mensualmente.

Transacciones de EDI: el Proveedor Competitivo proporcionará a CPG copias electrónicas de todas las transacciones de EDI entrantes y salientes relacionadas con este ESA.

Datos de liquidación de ISO-NE: siempre que el Proveedor Competitivo tenga un activo de carga dedicado en exclusiva al Programa y relacionado directamente con este ESA, el Proveedor Competitivo proporcionará al Intermediario o a CPG trimestralmente los datos de liquidación de ISO-NE para los activos de carga creados para el Programa (obligación de carga por hora en tiempo real e informes mensuales de liquidación de capacidad, incluidos los requisitos diarios de MW, tanto preliminares como de reliquidación).

Informes trimestrales de liquidación de NEPOOL GIS: anualmente, después del 15 de junio del año calendario en cuestión, el Proveedor Competitivo proporcionará al Intermediario o a CPG los informes de liquidación del Sistema de Información de Generación de NEPOOL asociados con la Cuenta del GIS del Programa, si corresponde, o proporcionará la documentación adecuada, tal y como se define en el Artículo 5.4, para cualquier REC adquirido y/o retirado por el Proveedor Competitivo a fin de cumplir con cualquier obligación del producto REC Voluntario de conformidad con el presente ESA. El Intermediario reconoce que el Proveedor Competitivo, a su propia discreción, puede optar por retirar los REC solo una vez por año calendario, antes de la fecha límite de retiro del 4.º trimestre de NEPOOL GIS, alrededor del 15 de junio o con mayor frecuencia durante todo el año.

11.1.2 Nivel de atención

El Proveedor Competitivo, el Intermediario y CPG utilizarán prácticas Comercialmente Razonables para preparar, mantener y proporcionar la información o los datos requeridos en virtud del ESA. En la medida en que el Proveedor Competitivo, el Intermediario o CPG determine que la información o los datos proporcionados en virtud del presente documento son erróneos en cualquier aspecto sustancial, proporcionarán de inmediato la información o los datos corregidos dentro de un tiempo Comercialmente Razonable.

11.2 ETIQUETA DE DIVULGACIÓN

Dentro de los quince (15) Días Hábiles posteriores al final de un trimestre (las fechas de finalización del trimestre son el 31 de marzo, el 30 de junio, el 30 de septiembre y el 31 de diciembre), en la medida en que lo requiera el Departamento de todos los proveedores competitivos que deban divulgarse al Intermediario o a los Consumidores Participantes (según se definen en el presente), el Proveedor Competitivo deberá presentar a CPG una copia de la “Etiqueta de Divulgación” actual, que incluirá toda la información requerida relacionada con el suministro eléctrico del Proveedor Competitivo utilizada para atender a los Consumidores Participantes, de conformidad con este ESA, excepto que dicha divulgación viole cualquier obligación de confidencialidad del Proveedor Competitivo.

11.3 LIBROS Y REGISTROS

El Proveedor Competitivo mantendrá sus libros y registros directamente relacionados con los servicios en virtud del presente acuerdo de conformidad con las regulaciones o las pautas aplicables del Departamento, la FERC y cualquier otra Autoridad Gubernamental. El Proveedor Competitivo proporcionará al Intermediario, a expensas exclusivas del Proveedor Competitivo, copias de todos los informes exigidos por la Comisión de Bolsa y Valores, en la medida en que

dichos informes estén disponibles para el Intermediario en www.sec.gov. El Intermediario puede obtener los informes en ese sitio web.

11.4 COPIAS DE INFORMES Y EXPEDIENTES REGLAMENTARIOS

Prevía solicitud razonable por escrito, el Proveedor Competitivo proporcionará al Intermediario una copia de cada informe o registro público periódico o relacionado con incidentes que se refiera expresa y exclusivamente a este ESA, que presente ante cualquier agencia federal o de Massachusetts reguladora de las tarifas, el servicio, el cumplimiento de las leyes ambientales o el cumplimiento de los requisitos de acción afirmativa e igualdad de oportunidades, a menos que el Proveedor Competitivo esté obligado por ley o por otra regulación a mantener la confidencialidad de dichos informes. El Intermediario tratará cualquier informe y/o expediente que reciba del Proveedor Competitivo como información confidencial, si así lo requiere el Artículo 16. Al Proveedor Competitivo se le reembolsarán los costos razonables de proporcionar dichas copias. El Proveedor Competitivo puede eliminar ciertos aspectos confidenciales de dichos informes si contienen información personal o privada de terceros.

ARTÍCULO 12 RESOLUCIÓN DE DISPUTAS; SELECCIÓN DEL DERECHO APLICABLE

12.1 SELECCIÓN DEL DERECHO APLICABLE, JURISDICCIÓN Y COMPETENCIA

Este ESA y los derechos de las Partes se interpretarán y determinarán de acuerdo con las leyes de la Mancomunidad de Massachusetts, sin que se aplique ninguna norma relacionada con conflictos de leyes. Cualquier litigio que surja en virtud del presente documento se someterá exclusivamente al tribunal federal competente de Massachusetts o al tribunal estatal competente del condado de Massachusetts en el que se encuentre el Intermediario, a cuya jurisdicción se someten las Partes por el presente documento renunciando a cualquier objeción relativa a la competencia o al fuero.

12.2 RESOLUCIÓN DE DISPUTAS

Las Partes aceptan utilizar esfuerzos Comercialmente Razonables para resolver cualquier disputa que pueda surgir en virtud del presente ESA. Cualquier disputa que surja según lo dispuesto en el presente acuerdo, o con respecto a él, y que no pueda resolverse será, en primera instancia, objeto de negociaciones informales entre las Partes implicadas en la disputa. Se considerará que la disputa ha surgido cuando una Parte envíe a la(s) otra(s) Parte(s) involucrada(s) una notificación escrita de dicha disputa. El período para las negociaciones informales será de catorce (14) días a partir de la recepción de la notificación escrita de la disputa, a menos que dicho plazo sea modificado en un acuerdo por escrito de las Partes involucradas en dicha disputa. No obstante cualquier disposición contraria del presente Artículo 12.2, este no impedirá que una Parte inicie un litigio con el fin de suspender una norma de prescripción aplicable, solicitar medidas cautelares para evitar daños irreparables o buscar un cumplimiento específico según lo dispuesto por este ESA.

ARTÍCULO 13 INDEMNIZACIÓN

13.1 INDEMNIZACIÓN POR PARTE DEL PROVEEDOR

Hasta y en el Punto de Entrega, el Proveedor Competitivo indemnizará, defenderá y eximirá de responsabilidad al Intermediario y a los funcionarios, empleados, agentes, representantes y contratistas independientes del Intermediario (“Partes Indemnizadas del Intermediario”) contra todos y cada uno de los costos, reclamos, responsabilidades, daños, pérdidas, gastos (incluidos los honorarios razonables de abogados) (de manera colectiva, “Pérdidas”), que surjan de reclamos, causas de acción, demandas o juicios (“Reclamo”), incurridos por, en nombre de o que involucren a cualquiera de las Partes Indemnizadas del Intermediario en la medida en que surjan de, o en relación con, reclamos de terceros que aleguen (i) cualquier incumplimiento material por parte del Proveedor Competitivo de sus obligaciones, convenios, representaciones o garantías establecidos en el presente ESA y que no resulten de las acciones u omisiones (cuando exista el deber de actuar) del Distribuidor Local, el Intermediario o sus empleados o agentes (incluido CPG); o (ii) las acciones u omisiones del Proveedor Competitivo (cuando exista el deber de actuar) tomadas o realizadas en relación con el desempeño del Proveedor Competitivo de este ESA que no fueron Comercialmente Razonables. Además, si el Intermediario lo solicita, el Proveedor Competitivo acepta, a sus expensas, investigar, gestionar, defender y responder a cualquier Reclamo que surja de conformidad con este Artículo 13.1 y, en ese caso, el Proveedor Competitivo asumirá el control y la autoridad exclusivos para defender, apelar y/o resolver el Reclamo a través de un abogado independiente de su propia elección. La(s) Parte(s) Indemnizada(s) del Intermediario y el Proveedor Competitivo cooperarán razonablemente en la defensa de cualquier Reclamo. No obstante lo anterior, la(s) Parte(s) Indemnizada(s) del Intermediario podrá participar en la defensa de cualquier Reclamo mediante un abogado independiente a su propio costo. El Proveedor Competitivo notificará de inmediato por escrito a la(s) Parte(s) Indemnizada(s) del Intermediario de cualquier acuerdo propuesto para un Reclamo indemnizado. El Proveedor Competitivo no podrá, sin el consentimiento previo por escrito de la(s) Parte(s) Indemnizada(s) del Intermediario, que no se denegará, condicionar o retrasará injustificadamente, resolver o transigir cualquier Reclamo, ni consentir la entrada en vigor de cualquier sentencia en relación con la cual se solicite una indemnización en virtud del presente documento. Lo anterior es adicional y no limita a ningún otro recurso disponible para una Parte Indemnizada del Intermediario.

13.2 AVISO DE RECLAMOS DE INDEMNIZACIÓN

Si una Parte Indemnizada del Intermediario solicita una indemnización de conformidad con este Artículo 13, notificará al Proveedor Competitivo de la existencia de un Reclamo, o Reclamo potencial, tan pronto como sea posible después de tener conocimiento del mencionado Reclamo, o Reclamo potencial, y describirá, con una particularidad razonable, las circunstancias que dieron lugar a dicho reclamo. Si la Parte Indemnizada del Intermediario lo solicita de conformidad con el Artículo 13.1, tras el reconocimiento por escrito del Proveedor Competitivo de que asumirá la defensa e indemnización de dicho reclamo, el Proveedor Competitivo puede hacer valer cualquier defensa que esté o estaría disponible para la Parte Indemnizada del Intermediario.

13.3 SUPERVIVENCIA

No obstante cualquier disposición contenida en el presente documento, las disposiciones de este Artículo 13 sobrevivirán a la finalización del presente ESA.

13.4 DEBER DE MITIGAR

Todas las Partes aceptan que, de acuerdo con la ley de Massachusetts, tienen el deber de mitigar los daños y se comprometen a hacer todos los esfuerzos razonables para mitigar cualquier daño en el que puedan incurrir como resultado del desempeño o incumplimiento de este ESA por cualquier otra Parte.

ARTÍCULO 14 REPRESENTACIONES Y GARANTÍAS

14.1 POR PARTE DEL PROVEEDOR

Como incentivo fundamental para que el Intermediario ejecute este acuerdo, el Proveedor Competitivo declara y garantiza al Intermediario a partir de la Fecha de entrada en vigencia de este ESA lo siguiente:

- a) Que está debidamente constituido, existe válidamente y goza de buena reputación conforme a las leyes de la jurisdicción de su constitución, y está calificado para llevar a cabo sus actividades en aquellas jurisdicciones necesarias para cumplir con sus obligaciones en virtud del presente acuerdo.
- b) Que dispone de todas las autorizaciones de cualquier Autoridad Gubernamental necesarias para cumplir legalmente sus obligaciones de conformidad con este ESA u obtendrá dichas autorizaciones de manera oportuna antes de que venza cualquier actuación que requiera dicha autorización.
- c) Que la ejecución, la entrega y el cumplimiento de este acuerdo por parte del Proveedor Competitivo están dentro de sus facultades, han sido debidamente autorizados por todas las acciones necesarias y no violan ninguno de los términos o condiciones en sus documentos rectores, o cualquier contrato del que sea parte, o cualquier Norma Gubernamental que le sea aplicable.
- d) Que, sujeto a las condiciones establecidas en el Artículo 2.4, este ESA constituye una obligación legal, válida y vinculante del Proveedor Competitivo exigible contra él de acuerdo con sus términos, y el Proveedor Competitivo tiene todos los derechos para cumplir y cumplirá sus obligaciones con el Intermediario de conformidad con los términos y condiciones del presente ESA, con sujeción a las leyes sobre quiebra, insolvencia, reorganización y otras leyes que afecten a los derechos de los acreedores en general y a los principios generales de equidad.
- e) Que no hay Quiebras pendientes contra él ni tiene conocimiento de que exista amenaza de Quiebra.
- f) Que, a su leal saber y entender, ninguno de los documentos u otra información escrita facilitada por el Proveedor Competitivo, o en su nombre, al Intermediario en virtud del presente acuerdo, contiene una declaración falsa de un hecho pertinente ni omite un hecho pertinente que deba declararse en él o que sea necesario para que las declaraciones contenidas en él o en el presente, a la luz de las circunstancias en las que se realizaron, no sean engañosas.
- g) Que el Proveedor Competitivo es un Comerciante con contrato a plazo.

14.2 POR PARTE DEL INTERMEDIARIO

Como incentivo fundamental para que el Proveedor Competitivo ejecute este acuerdo, el Intermediario declara y garantiza al Proveedor Competitivo a partir de la Fecha de entrada en vigencia de este ESA lo siguiente:

- a) Que este ESA constituye la obligación legal, válida y vinculante del Intermediario, exigible de conformidad con sus términos.
- b) Que la ejecución, la entrega y el cumplimiento de este ESA están dentro de las facultades del Intermediario, y han sido o serán debidamente autorizadas por todas las acciones necesarias.
- c) Que el Intermediario dispone de todas las autorizaciones de cualquier Autoridad Gubernamental necesarias para cumplir legalmente sus obligaciones de conformidad con este ESA u obtendrá dichas autorizaciones de manera oportuna antes de que venza cualquier actuación que requiera dicha autorización.
- d) Que el Intermediario está autorizado y facultado por las disposiciones de las Leyes Generales (General Laws, GL) cap. 164, art. 134, para organizar e implementar el Programa y ha tomado todas las medidas necesarias para establecerlo.
- e) Que, a su leal saber y entender, ninguno de los documentos u otra información escrita facilitada por el Intermediario o su(s) representante(s), o en su nombre, en virtud del presente acuerdo, contiene una declaración falsa de un hecho pertinente ni omite un hecho pertinente que deba declararse en él o que sea necesario para que las declaraciones contenidas en él o en el presente, a la luz de las circunstancias en las que se realizaron, no sean engañosas.
- f) Que no hay Quiebras pendientes contra el Intermediario ni tiene conocimiento de que exista amenaza ni está contemplando la Quiebra.

ARTÍCULO 15 SEGURO

Para ayudar a respaldar las indemnizaciones previstas en el Artículo 13 y sus otros pactos y promesas establecidos en este documento, el Proveedor Competitivo asegurará y mantendrá, a su propio costo, durante la duración total de este ESA, un seguro de responsabilidad general comercial de no menos de \$1,000,000 de cobertura combinada de límite único y de no menos de \$3,000,000 de cobertura de responsabilidad en exceso con aseguradoras y con el Intermediario como asegurado adicional. Previa solicitud, el Proveedor Competitivo proporcionará al Intermediario pruebas, razonablemente satisfactorias para el Intermediario, de su seguro requerido en virtud del presente acuerdo.

ARTÍCULO 16 CONFIDENCIALIDAD

Sin perjuicio de cualquier disposición contraria de este Artículo 16, ninguna disposición de este Artículo 16 se interpretará en el sentido de impedir, retrasar o interferir con la actuación del Intermediario de acuerdo con las disposiciones de las M.G.L. Capítulo 4, Sección 7 y las M.G.L. Capítulo 66, Sección 10, y de otros estatutos aplicables (de forma colectiva, la “Ley de Registros

Públicos”), si corresponde, en relación con cualquier solicitud de información pública relacionada con este ESA recibida de terceros.

En la medida en que sea consecuente con la Ley de Registros Públicos, cada Parte mantendrá la confidencialidad y no difundirá a terceros (que no sean filiales, empleados o contratistas de dicha Parte) ni utilizará para ningún otro propósito (excepto con autorización por escrito, que no se retendrá sin razón) ninguna información recibida de la otra que sea de naturaleza confidencial o esté sujeta a derechos de propiedad, a menos que sea legalmente obligada (por declaración, investigación, petición de presentación de documentos, citación, demanda de investigación civil o proceso similar, o por orden de un tribunal de jurisdicción competente, o para cumplir con las normas o los requisitos aplicables de cualquier bolsa de valores, departamento o agencia gubernamental u otra Autoridad Gubernamental, o por requisitos de cualquier ley o regulación de valores u otra Norma Gubernamental) o según sea necesario para hacer cumplir los términos de este ESA. No obstante lo anterior o cualquier disposición contraria de este Artículo, la Parte que reciba información confidencial o sujeta a derechos de propiedad no tendrá obligación alguna con respecto a dicha información que: (i) esté o llegue a estar a disposición del público en general, salvo como resultado de su divulgación por la Parte receptora; (ii) estaba en su posesión antes de la divulgación en virtud del presente acuerdo y no fue adquirida directamente o, según el conocimiento de la Parte, indirectamente de la Parte reveladora; (iii) se haya recibido de una persona que no sea Parte en el presente ESA y que, según el conocimiento de la Parte receptora, no estaba sujeta a un acuerdo de confidencialidad u obligación fiduciaria con respecto a la información; (iv) haya sido elaborada independientemente por la Parte receptora sin hacer referencia a la información; (v) debe ser reportada públicamente bajo cualquier ley de valores de los Estados Unidos o del estado; o (vi) no está exenta de divulgación en virtud de la Ley de Registros Públicos.

Cualquiera de las Partes podrá divulgar los términos del presente ESA a sus filiales, así como a sus funcionarios, directivos, empleados, abogados, contadores y proveedores externos, en la medida en que sea razonablemente necesario para facilitar al Proveedor Competitivo el Suministro Eléctrico Total u otras prestaciones en virtud del presente ESA, así como a las entidades que hayan suscrito un certificado o acuerdo de confidencialidad en una forma mutuamente aceptable para las Partes. Este Artículo 16 sobrevivirá a la terminación de este ESA durante un período de dos (2) años.

Si cualquiera de las Partes se ve obligada a revelar información confidencial de la otra Parte, la Parte reveladora solicitará por escrito que dicha divulgación se proteja y se mantenga confidencial, en una medida razonable dadas las circunstancias, y utilizará esfuerzos Comercialmente Razonables para proteger o limitar la divulgación con respecto a términos comercialmente sensibles. Asimismo, sin perjuicio de las leyes de registros públicos mencionadas anteriormente, dicha Parte notificará con prontitud a la otra Parte el requisito de divulgar información confidencial para permitir que la otra Parte, a su costo y cargo exclusivo, busque una orden de protección adecuada u otro recurso, y dicha Parte consultará con la otra Parte con respecto a las medidas tomadas por la otra Parte para resolver el alcance de cualquier divulgación requerida. En caso de que el Proveedor Competitivo solicite la asistencia del Intermediario para proteger la confidencialidad de su información y de que el Intermediario anticipe que incurrirá en costos para cumplir con la solicitud del Proveedor Competitivo, le dará al Proveedor Competitivo una estimación de dichos costos. Una vez recibida la estimación, el Proveedor Competitivo

determinará si continua solicitando la asistencia del Intermediario y, de ser así, el Proveedor Competitivo reembolsará al Intermediario todos los costos reales, hasta el monto estimado, en los que razonablemente haya incurrido el Intermediario en relación con dichos esfuerzos.

Para evitar dudas, sujeto a las leyes de los registros públicos mencionadas anteriormente (pero incluyendo el derecho de una Parte a que la información permanezca confidencial bajo dicha ley de registros públicos), la información relacionada con este ESA que se considera de naturaleza confidencial y sujeta a derechos de propiedad incluirá lo siguiente:

- a) Cualquier información de cuentas relacionada con los Consumidores Participantes, lo que incluye, entre otros datos, el número de cuenta, los datos históricos de uso, la medición y la información de facturación y pago.
- b) Cualquier información relacionada con transacciones realizadas por el Proveedor Competitivo y cualquier tercero en relación con la provisión del Suministro Eléctrico Total.
- c) Cualquier lista de Consumidores Participantes.
- d) Cualquier información divulgada por una Parte durante conversaciones para llegar a un acuerdo.
- e) Pólizas de seguro del Proveedor Competitivo.
- f) Cualquier instrumento de seguridad financiera proporcionado por el Proveedor Competitivo, incluidas, entre otros, garantías o cartas de crédito.
- g) Cualquier información no pública (según se define en la Ley de Registros Públicos) proporcionada por el Proveedor Competitivo.
- h) Cualquier información que alguna de las Partes entienda razonablemente como confidencial y sujeta a derechos de propiedad en virtud de la naturaleza sensible de la información.

ARTÍCULO 17 CAMBIO EN LA LEY

Si luego de la Fecha de entrada en vigencia ocurre un Cambio en la Ley o se imponen Nuevos Impuestos, y tales eventos o impuestos tienen un efecto directo, sustancial y adverso en los beneficios económicos para alguna de las Partes de este ESA, la Parte afectada enviará un aviso por escrito a la otra Parte, donde expondrá el Cambio en la Ley o los Nuevos Impuestos y demostrará razonablemente el efecto de los mismos para la Parte afectada. Cualquier cambio aprobado por el Departamento al Plan de Adquisición de Cuentas por Cobrar (Purchase of Receivable, "POR") del Distribuidor Local, aprobado originalmente por el Departamento de conformidad con el documento D.P.U. 10-53, se considerará un Cambio en la Ley. A efectos de aportar claridad, los cambios periódicos a la tasa de descuento de la adquisición de cuentas por cobrar y el calendario de pagos presentados por el Distribuidor Local y aprobados por el Departamento no constituirán un Cambio en la Ley en virtud del presente acuerdo. Tras la entrega de tal notificación, las Partes harán todos los esfuerzos razonables para negociar una modificación de este ESA a fin de mitigar dicho efecto. Por otra parte, si como resultado directo de tal Cambio en la Ley o en los Nuevos Impuestos, el Proveedor Competitivo incurre en costos adicionales materiales en el cumplimiento de sus obligaciones en virtud del presente acuerdo, el Proveedor

Competitivo proporcionará un aviso por escrito al Intermediario que documente lo siguiente: a) la fecha de entrada en vigencia del Cambio en la Ley o de los Nuevos Impuestos; b) una explicación detallada y una demostración razonable de los costos materiales incurridos como resultado del Cambio en la Ley o en los Nuevos Impuestos; c) el momento del impacto en los costos en los que incurrirá el Proveedor Competitivo; d) el aumento de precio propuesto por kWh que se transferirá a los Consumidores Participantes; y e) la propuesta de un plan para coordinar con el Distribuidor Local un aumento en el precio por kWh que es facturado por el Distribuidor Local, diseñado para reembolsar al Proveedor Competitivo dicho impacto de costos. Si el Intermediario y el Proveedor Competitivo no pueden llegar a un arreglo sobre la modificación del presente acuerdo o sobre el reembolso contemplado en esta sección, el asunto estará sujeto a la resolución de disputas de conformidad con el Artículo 12.2. En ningún caso podrá entrar en vigencia un cambio de precio sin proporcionar un aviso previo de 30 días sobre dicho cambio a los Consumidores Participantes.

ARTÍCULO 18 DISPOSICIONES VARIAS

18.1 CESIÓN

El Proveedor Competitivo no cederá sus derechos ni privilegios de conformidad con el presente ESA sin la aprobación previa por escrito del Intermediario. Dicha aprobación puede ser denegada a discreción razonable del Intermediario si determina que el cesionario propuesto no tiene, al menos, las mismas capacidades financieras y de desempeño que el Proveedor Competitivo. No obstante lo anterior, el Proveedor Competitivo puede asignar este acuerdo sin el consentimiento del Intermediario a (i) una entidad filial bajo control o administración común con el Proveedor Competitivo; (ii) la matriz corporativa del Proveedor Competitivo; (iii) la entidad resultante de una fusión o consolidación en la que participa; o (iv) un comprador de todos o sustancialmente todos sus activos, previo notificación por escrito al Intermediario, siempre y cuando (i) el cesionario del Proveedor Competitivo acepte por escrito estar sujeto a los términos y condiciones de este ESA de forma razonablemente satisfactoria para el Intermediario; (ii) el Proveedor Competitivo haya subsanado cualquier Evento de Incumplimiento pendiente; y (iii) la calificación crediticia del cesionario propuesto sea igual o mejor que la del Proveedor Competitivo a partir de la fecha de entrada en vigencia de dicha cesión. Los derechos y las obligaciones creados por este ESA redundarán en beneficio de los sucesores y cesionarios autorizados de las respectivas Partes, y serán vinculantes para estos.

18.2 AVISOS

Todas las notificaciones, demandas, solicitudes, consentimientos u otras comunicaciones que deban o puedan efectuarse en virtud del presente ESA se harán por escrito y se dirigirán de la siguiente manera:

Si se dirigen al Proveedor Competitivo:

[NOMBRE]

[EMPRESA]

[DIRECCIÓN]

[CIUDAD], [ESTADO] [CÓDIGO POSTAL]

[TELÉFONO]

[FAX] [CORREO ELECTRÓNICO]

Si se dirigen al Intermediario:

Sr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 ext. 3 (teléfono)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

Con copia a:

Mr. Domenic J. Sarno, Mayor
City of Springfield
36 Court Street
Springfield, MA 01103
(413) 736-3111

En virtud del presente acuerdo, los avisos se considerarán debidamente entregados (i) mediante entrega en mano, en el día y la hora en que se entreguen al destinatario previsto en la dirección establecida en este ESA; (ii) si se envía por correo, el tercer Día Hábil después del día en que se depositó en el correo certificado o registrado de los Estados Unidos, con franqueo prepago y acuse de recibo, dirigido al destinatario previsto a su dirección establecida en este ESA; o (iii) si es por Federal Express u otro servicio de correo urgente de buena reputación, el siguiente Día Hábil después de la entrega a dicho servicio de correo urgente, dirigido al destinatario previsto en su dirección establecida en este ESA. Cualquier Parte podrá cambiar su dirección y persona de contacto a los efectos del presente Artículo 18.2 notificándolo en la forma aquí requerida.

18.3 CAMBIOS DE LAS PERSONAS DE CONTACTO PARA EMERGENCIAS Y SERVICIOS

En caso de que cambie el nombre o el número de teléfono de un contacto de servicio o de emergencia para el Proveedor Competitivo, este dará aviso de inmediato al Intermediario de la manera establecida en el Artículo 18.2. En caso de que cambie el nombre o el número de teléfono de dicha persona de contacto para el Intermediario, se notificará de inmediato al Proveedor Competitivo de la manera establecida en el Artículo 18.2.

18.4 INTEGRIDAD DEL ESA; ENMIENDAS

Este ESA y los Documentos Relacionados constituyen un contrato indivisible entre las Partes con respecto al objeto del presente y reemplaza todos los acuerdos y entendimientos anteriores, orales o escritos, entre las Partes en relación con el objeto de este acuerdo. El presente ESA solo podrá ser enmendado o modificado mediante un documento escrito firmado por todas las Partes.

18.5 FUERZA MAYOR

Si por razón de Fuerza Mayor alguna de las Partes no pudiera cumplir, total o parcialmente, sus obligaciones aquí contenidas, dicha Parte no se considerará en incumplimiento durante la continuación de tal incapacidad, siempre que (i) la Parte incumplidora notifique por escrito a la otra Parte los detalles del suceso, dentro de las dos (2) semanas posteriores a tener conocimiento de la ocurrencia de la Fuerza Mayor; (ii) la suspensión del cumplimiento no tenga un alcance ni una duración superiores a los requeridos por la Fuerza Mayor; (iii) ninguna obligación que debía

cumplir la Parte antes del suceso que causó la suspensión del cumplimiento será excusada como resultado del acontecimiento; y (iv) la Parte incumplidora hará todos los esfuerzos Comercialmente Razonables por remediar, con toda la celeridad razonable, la causa o las causas que le impiden cumplir con sus obligaciones. Si cualquier evento de Fuerza Mayor continúa durante noventa (90) días o más, cualquiera de las Partes puede terminar este acuerdo mediante el envío de un aviso escrito a la otra Parte según se describe en el Artículo 4.2; no obstante lo anterior, dicha terminación por cualquiera de las Partes no constituirá un incumplimiento en virtud de este ESA y no dará lugar a ninguna responsabilidad para ninguna de las Partes.

18.6 GASTOS

Cada Parte pagará todos los gastos en los que incurra en relación con su celebración de este ESA, incluidos, entre otros, todos los honorarios y gastos de sus abogados.

18.7 INEXISTENCIA DE EMPRESA CONJUNTA

El Proveedor Competitivo cumplirá todas las obligaciones derivadas del presente ESA en calidad de contratista independiente. Nada de lo aquí contenido hará que se considere a ninguna Parte como socio, agente o representante legal de la otra Parte, ni se considerará que crea una empresa conjunta, sociedad, agencia o relación alguna entre las Partes. Las obligaciones del Intermediario y del Proveedor Competitivo, en virtud del presente acuerdo, son individuales y no colectivas ni conjuntas.

18.8 PRODUCTO DE TRABAJO CONJUNTO

Este ESA se considerará producto del trabajo de las Partes y, por lo tanto, no se aplicará ninguna regla de interpretación estricta contra ninguna de las Partes.

18.9 DUPLICADOS

Este ESA podrá celebrarse en duplicados, cada uno de los cuales se considerará original y todos ellos constituirán un único acuerdo. Se considerará que un documento PDF de una copia firmada de este Acuerdo, entregado por correo, tendrá el mismo efecto legal que la entrega de una copia original del presente Acuerdo.

18.10 TERCEROS

Los Precios de venta al público del Suministro Eléctrico Total, según lo establecido en el Apéndice de Precios y Términos vigente en ese momento, incluirán (i) Honorarios de Consultoría, que pagará el Proveedor Competitivo a CPG, y, (ii) si corresponde, un Agregado Operativo que pagará el Proveedor Competitivo al Intermediario. En nombre de los Consumidores Participantes, el Proveedor Competitivo realizará pagos mensuales de Honorarios de Consultoría y de Agregado Operativo durante el Plazo de este ESA multiplicando la tarifa aplicable por el uso real de los Consumidores Participantes por el cual el Proveedor Competitivo haya recibido el pago. Sin perjuicio de cualquier disposición contraria de este ESA, los Honorarios de Consultoría a pagar en virtud del presente están sujetos a los términos y condiciones de cualquier acuerdo de intermediación entre el Proveedor Competitivo y CPG, en caso de que corresponda. El Proveedor Competitivo reconoce que la obligación de pago establecida en esta disposición es una obligación

sustancial del Proveedor Competitivo durante el plazo del presente ESA. El pago de los Honorarios de Consultoría y del Agregado Operativo se realizará, si corresponde, al final del mes calendario siguiente al cual el Proveedor Competitivo reciba los pagos por parte de los Consumidores Participantes. Esta disposición será vinculante para las Partes y todos los cesionarios permitidos y otros sucesores en interés de las Partes. Salvo que se establezca lo contrario en el ESA, no habrá otros terceros beneficiarios del presente acuerdo.

18.11 RENUNCIA

Ninguna renuncia por cualquiera de las Partes del presente a uno o más incumplimientos de cualquier otra Parte en el cumplimiento de cualquier disposición de este ESA operará o se interpretará como una renuncia a incumplimientos futuros, ya sean de carácter similar o diferente. El hecho de que una de las Partes no denuncie cualquier acción o falta de acción por parte de la otra Parte, independientemente de cuánto tiempo se prolongue, no se considerará una renuncia a ningún derecho por parte de la(s) Parte(s) que no denuncie(n). La renuncia a cualquiera de las disposiciones del presente acuerdo solo surtirá efecto si se hace por escrito y está firmada por la Parte que la haya expedido.

18.12 COOPERACIÓN

En el caso de que este ESA requiera la aprobación del Departamento, cada una de las Partes acepta realizar esfuerzos Comercialmente Razonables para cooperar en la obtención de dicha aprobación y, en el caso del Intermediario, ordenará a CPG o a su sucesor que realice esfuerzos Comercialmente Razonables para cumplir con esta disposición.

18.13 PLAN

El Proveedor Competitivo declara que ha recibido el Plan y que ha tenido tiempo razonable para leerlo. Las Partes aceptan que el Plan, en las formas existentes en la Fecha de entrada en vigencia, se incorpora al presente ESA como referencia, y que se interpretará armoniosamente con este en la mayor medida posible. Sin perjuicio de lo anterior, pero sujeto en todo caso a las Normas Gubernamentales, frente a un conflicto entre este acuerdo y el Plan, regirá el presente ESA. El Intermediario proporcionará aviso previo al Proveedor Competitivo sobre cualquier modificación propuesta al Plan y, posteriormente, le proporcionará las modificaciones al Plan a medida que se adopten; se dispone, sin embargo, que dichas modificaciones no se incorporen al presente ESA como consecuencia de dicha adopción. Cualquier modificación del presente documento deberá efectuarse de conformidad con el Artículo 18.4 de este ESA.

18.14 RESTRICCIONES PUBLICITARIAS

18.14.1 Publicidad y comercialización

Las Partes aceptan no usar el nombre de la otra Parte o hacer referencia a la otra Parte en cualquier material publicitario o de comercialización sin obtener previamente el consentimiento escrito de dicha Parte (puede ser por correo electrónico). Cualquier uso propuesto del nombre de una Parte debe enviarse por escrito para su acuerdo y aprobación previa. Las Partes pueden elegir colaborar a fin de preparar la comercialización preaprobada

para que el Intermediario o el Proveedor Competitivo la utilicen durante el Plazo de este ESA sin recibir aprobación en cada caso.

18.14.2 Marca y nombre comercial

El Intermediario reconoce que el Proveedor Competitivo o las filiales corporativas del Proveedor Competitivo poseen el derecho exclusivo sobre el logotipo de la marca registrada y el nombre comercial utilizados por el Proveedor Competitivo. No se otorga ningún derecho, licencia o interés de esta marca comercial y/o nombre comercial al Intermediario en virtud del presente, y el Intermediario acepta que no hará valer ningún derecho, licencia o interés con respecto a dicha marca comercial y/o nombre comercial.

18.15 COMUNICADOS DE PRENSA

Las Partes no emitirán comunicados de prensa ni harán declaraciones públicas de ningún tipo con respecto a este ESA sin el consentimiento previo por escrito de la otra Parte con respecto a la forma, el contenido y el momento de su realización. No obstante, cualquiera de las Partes podrá hacer tales comunicados de prensa o declaraciones públicas cuando el asesor jurídico de la Parte divulgadora le informe que dicho comunicado de prensa o declaración pública es requerido por la ley, o la regulación o las normas de la bolsa de valores; sin embargo, en tal caso, las Partes harán esfuerzos de buena fe para acordar la forma, el contenido y el momento de tales comunicados o declaraciones.

18.16 TÍTULOS Y SUBTÍTULOS

Los títulos y subtítulos que aparecen en este ESA se utilizan únicamente como referencia y no deben tenerse en cuenta al interpretar este ESA.

18.17 SUPERVIVENCIA DE OBLIGACIÓN

La terminación de este ESA por cualquier motivo no eximirá al Intermediario ni al Proveedor Competitivo de cualquier obligación devengada o acumulada antes de dicha terminación.

18.18 RECURSOS

18.18.1 Generales

Sujeto a las limitaciones establecidas en el Artículo 18.18.2 a continuación y en el Artículo 4, el Intermediario y el Proveedor Competitivo se reservan y tendrán todos los derechos y recursos que les correspondan por ley o en equidad con respecto al cumplimiento o incumplimiento de la otra Parte del presente ESA.

18.18.2 Limitaciones

NINGUNA DE LAS PARTES DEL PRESENTE DOCUMENTO SERÁ RESPONSABLE POR DAÑOS CONSECUENTES, INCIDENTALES, PUNITIVOS, ESPECIALES, EJEMPLARES O INDIRECTOS, LUCRO CESANTE U OTROS DAÑOS POR INTERRUPCIÓN DE LA ACTIVIDAD COMERCIAL, POR LEY, POR RESPONSABILIDAD EXTRA CONTRACTUAL O POR CONTRATO.

NO SE APLICARÁN GARANTÍAS IMPLÍCITAS DE NINGÚN TIPO, INCLUIDAS LAS GARANTÍAS IMPLÍCITAS DE COMERCIALIZACIÓN E IDONEIDAD PARA UN PROPÓSITO PARTICULAR A ESTE ESA O AL DESEMPEÑO DEL PROVEEDOR COMPETITIVO EN VIRTUD DEL PRESENTE. EL PROVEEDOR COMPETITIVO NO SERÁ RESPONSABLE DE NINGÚN DAÑO A LOS EQUIPOS O LAS INSTALACIONES DE UN CONSUMIDOR PARTICIPANTE.

18.18.3 Renuncia a juicio por jurado

EN LA MEDIDA PERMITIDA POR LA LEY, CADA UNA DE LAS PARTES DEL PRESENTE DOCUMENTO RENUNCIA A SABIENDAS, VOLUNTARIA E INTENCIONALMENTE, AL DERECHO QUE CUALQUIERA DE ELLAS PUEDA TENER A UN JUICIO POR JURADO CON RESPECTO A CUALQUIER LITIGIO BASADO EN EL PRESENTE DOCUMENTO, O QUE SURJA DE, EN VIRTUD DE O EN RELACIÓN CON ESTE ESA. ESTA DISPOSICIÓN ES UN INCENTIVO FUNDAMENTAL PARA LAS PARTES QUE SUSCRIBEN ESTE ESA.

18.19 INTERPRETACIÓN

Cuando (i) los términos de una disposición particular identifiquen expresamente dicha disposición como esencial o sustancial y (ii) el incumplimiento de la disposición sea un Caso de incumplimiento, la omisión de términos similares en otras disposiciones de este ESA no se interpretará en el sentido de que dichas otras disposiciones no son esenciales o sustanciales, o que el incumplimiento de dichas otras disposiciones no constituya un incumplimiento sustancial o un Caso de incumplimiento.

[FIRMAS EN LA PÁGINA SIGUIENTE]

BORRADOR

EN FE DE LO CUAL, las Partes han suscrito el presente ESA en la Fecha de entrada en vigencia.

[PROVEEDOR COMPETITIVO]

Por: _____
Nombre: _____
Cargo: _____
Dirección: _____

Fecha: _____

CIUDAD DE SPRINGFIELD

Por: _____
Nombre: Domenic J. Sarno
Cargo: Alcalde
Dirección: 36 Court Street
Springfield, MA 01103

Fecha: _____

ANEXO A

Procedimientos de inscripción y de fijación de precios

Procedimientos de inscripción

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa {si corresponde}	• Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión.			
Nuevos Consumidores Elegibles	• Se los inscribirá inicialmente en el Servicio Básico. • Se les enviará un aviso de exclusión por correo con una fecha de respuesta. • Se los inscribirá automáticamente a menos que ejerzan su derecho de exclusión. • La inscripción se realizará 37 días después del envío del aviso de exclusión. • Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.			• Una vez que son elegibles, pueden solicitar la inscripción en cualquier momento.
Consumidores que optan por excluirse y, luego, desean reinscribirse	• Pueden solicitar la reinscripción en cualquier momento.			
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Pueden solicitar la inscripción en cualquier momento.			

Procedimientos de fijación de precios

	Residencial	Industrial y de comercio, pequeña envergadura	Industrial y de comercio, mediana y gran envergadura	Grandes industrias
Consumidores Elegibles Iniciales al momento de lanzamiento del Programa	• Tarifa del Programa para el producto estándar			

BORRADOR

Nuevos Consumidores Elegibles	• Tarifa del Programa para el producto estándar	• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores que optan por excluirse y, luego, desean reinscribirse	• Tarifa del Programa para el producto seleccionado	• Precio de mercado vigente en ese momento para el producto seleccionado
Consumidores del Proveedor Competitivo que quieren inscribirse tras la finalización de su contrato	• Tarifa del Programa para el producto seleccionado	• Precio de mercado vigente en ese momento para el producto seleccionado

APÉNDICE A

FORMULARIO DEL APÉNDICE DE PRECIOS Y TÉRMINOS NÚM. 1 Programa de Suministro de Energía de Elección Comunitaria de Springfield

El Apéndice de Precios y Términos establecerá el Plazo de Entrega y los Precios de venta al público que se cobrarán a los Consumidores Participantes durante el Plazo de Entrega (según se define a continuación) de acuerdo con la compra/venta del Suministro Eléctrico Total especificado en este documento bajo los términos y condiciones del Acuerdo de Servicio Eléctrico, con fecha [FECHA] (“ESA”) entre el Proveedor Competitivo y el Intermediario, según se especifica y se modifica en este documento.

- 1. Precio de venta al público por clasificación de tarifas:** Los Precios de venta al público establecidos en las tablas a continuación se fijarán para toda la duración del Plazo de Entrega.

PRODUCTO ESTÁNDAR

[Todos los Consumidores Elegibles se inscribirán en el producto estándar a menos que opten por excluirse].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

PRODUCTO OPCIONAL [X] {incluir solo en caso de que corresponda}

[Los Consumidores Elegibles solo se inscribirán en el producto opcional [X] si lo eligen].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

PRODUCTO OPCIONAL [Y] {incluir solo en caso de que corresponda}

[Los Consumidores Elegibles solo se inscribirán en el producto opcional [Y] si lo eligen].

Clase de Tarifa	Precio de venta al público \$/kWh
Residencial	\$0.00000
Industrial y de comercio, pequeña envergadura	\$0.00000
Industrial y de comercio, mediana y gran envergadura	\$0.00000
Alumbrado público	\$0.00000

2. Plazos del servicio de suministro del sistema

(a) **Plazo de Entrega:** El Precio de venta al público aplica al servicio que comienza en la fecha de la primera lectura de los medidores de los Consumidores Participantes para el mes de [] (el “Mes de inicio del Plazo de Entrega”) (facturado a mes vencido, por lo tanto, los estados de cuenta de []) y finaliza con la fecha de la primera lectura de los medidores de los Consumidores Participantes para el mes de [] (el “Mes de finalización del Plazo de Entrega”) (última factura, por lo tanto, los estados de cuenta de []).

(b) **Exclusión del consumidor:** Los Consumidores Participantes son libres de optar por excluirse del Programa utilizando los protocolos de exclusión de EDI establecidos. Los Consumidores Participantes deben dar aviso con cinco (5) días de anticipación al Proveedor Competitivo de dicha terminación. No hay tarifas ni cargos para los Consumidores Participantes que optan por excluirse o finalizar el servicio.

3. Definiciones de los Productos

La siguiente tabla define cada Producto descrito en la Sección 1 de este Apéndice de Precios y Términos, incluidos el tipo y la cantidad de cualquier Energía Renovable Voluntaria comprendida en cada Producto, según corresponda.

Producto	Energía Renovable Voluntaria	Cantidad	
		% de carga del Programa	Descripción alternativa
Producto estándar			
Producto opcional [X] {incluir solo en caso de que corresponda}	[MA Clase I]	[10 %]	
Producto opcional [Y] {incluir solo en caso de que corresponda}	[MA Clase I]	[20 %]	[sin incluir biomasa]

4. Obligaciones en materia de Energías Renovables

- a) Los Precios de venta al público establecidos en la Sección 1 de este Apéndice de Precios y Términos incluyen todas las Obligaciones en materia de Energía Renovable a partir de la fecha de firma a continuación.
- b) La siguiente tabla define cuál es la Parte responsable de los componentes específicos de las Obligaciones en materia de Energía Renovable para cada uno de los Productos definidos en la Sección 1 de este Apéndice de Precios y Términos.

Producto	Normas de Energía Renovable	Energía Renovable Voluntaria <i>{incluir la columna solo en caso de que corresponda}</i>
Producto estándar	Proveedor Competitivo	[n/a o Proveedor Competitivo]
Producto opcional [X] <i>{incluir fila solo en caso de que corresponda}</i>	Proveedor Competitivo	[n/a o Proveedor Competitivo]
Producto opcional [Y] <i>{incluir fila solo en caso de que corresponda}</i>	Proveedor Competitivo	[Proveedor Competitivo]

- c) *{incluir solo en caso de que corresponda}* El Proveedor Competitivo creará y gestionará una Cuenta del GIS del Programa de conformidad con el Artículo 5.4.1 de este ESA.

5. Suministro Eléctrico Total

A efectos de aportar claridad, todos los Precios de venta al público establecidos en la Sección 1 de este Apéndice de Precios y Términos incluyen todos los costos en los que incurra el Proveedor Competitivo en relación con: (a) [p. ej., Programa de Energía Inventariada ISO-NE, aprobado por la FERC el 18 de junio de 2020 (ER19-1428-003)], (b) [____] y (c) [____]. *{incluir solo si es necesario, y los artículos enumerados deberán ser consistentes con la solicitud de propuestas emitida en relación con el Plazo de Entrega de este Apéndice de Precios y Términos}*

6. **Honorarios de Consultoría:** El Proveedor Competitivo incluirá los Honorarios de Consultoría en los Precios de venta al público de cada Producto y pagará a CPG la tarifa volumétrica establecida a continuación, multiplicada por el uso medido de los Consumidores Participantes.

Honorarios de Consultoría: [\$0.0010/kWh]

7. **Agregado Operativo:** *{incluir solo si corresponde}* El Proveedor Competitivo incluirá el Agregado Operativo en los Precios de venta al público para cada Producto y pagará al Intermediario la siguiente tarifa volumétrica multiplicada por el uso medido de los Consumidores Participantes:

Agregado Operativo: [\$0.0000]/kWh

8. Costos de concientización de los Consumidores:

Aviso de exclusión inicial: *{incluir solo en caso de que corresponda, se puede aplicar cuando el Programa existente se transfiere a un Proveedor Competitivo diferente}* El Proveedor Competitivo enviará por correo una opción de exclusión según lo indique el Intermediario en un plazo necesario para dar inicio al servicio para los Consumidores Elegibles Iniciales y los Nuevos Consumidores Elegibles en la Fecha de Inicio del Plazo de Entrega, de conformidad con el Artículo 3.2 del ESA.

Promociones del programa: *{incluir solo en caso de que corresponda} {incluir detalles de la descripción de la solicitud de propuestas}* El Límite de las Promociones del Programa de conformidad con el Artículo 3.4 del ESA es de [\$00,000.00]/año calendario.

9. Ratificación de los Términos y Condiciones del ESA

- a) Salvo que se modifiquen o se renuncie a ellos expresamente mediante este Apéndice de Precios y Términos, los términos, condiciones, pactos, acuerdos, garantías y representaciones contenidos en el ESA se ratifican, se confirman y se rehacen en todos los aspectos a partir de la fecha del presente documento y, salvo que se modifiquen o se renuncie a ellos mediante el presente documento, continuarán en pleno vigor y efecto.
- b) Nada de lo estipulado en este Apéndice de Precios y Términos alterará ni enmendará, ni se interpretará en el sentido de alterar o enmendar, cualesquiera otros Apéndices de Precios y Términos.

10. Duplicados: El presente Apéndice de Precios y Términos podrá ser ejecutado en duplicados; todos ellos constituirán un único y mismo instrumento. Este Apéndice de Precios y Términos forma parte del ESA y está sujeto a sus términos y disposiciones.

[EL RESTO DE LA PÁGINA SE DEJÓ EN BLANCO INTENCIONALMENTE]

BORRADOR

EN FE DE LO CUAL, las Partes han designado a sus representantes debidamente autorizados para que firmen el presente Apéndice de Precios y Términos en su nombre, en la fecha arriba indicada.

[PROVEEDOR COMPETITIVO]

Por: _____
Nombre:
Cargo:

CIUDAD DE SPRINGFIELD

Por: _____
Nombre: Domenic J. Sarno
Cargo: Alcalde

APÉNDICE B

**MODELO DE INFORME MENSUAL DE PAGO DE HONORARIOS DE
CONSULTORÍA**
[Pago al consultor/Detalles de uso]



Monthly
Consultant Payment

APÉNDICE C

MODELO DE INFORME MENSUAL DE INSCRIPCIÓN



Monthly Enrollment
Report.xlsx

APÉNDICE D**MODELO DE INFORME SEMANAL DE INSCRIPCIÓN**

Weekly Enrollment
Report.xlsx