

**D.P.U.**  
**Exhibit 1 – Plan Cover Page**  
**Municipality: Easthampton**  
**Consultant: Good Energy**  
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**Date: May 29, 2024**

**City of Easthampton**  
**MUNICIPAL AGGREGATION PLAN**



**Exhibit I**  
**May 29, 2024**

**EXHIBIT I - AGGREGATION PLAN**  
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## I. Overview

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

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

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

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

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

The City of Easthampton will develop and implement the Program as described in this Plan. The Plan will comply with requirements of the Commonwealth and Department of Public Utilities (“Department”) governing municipal aggregation plans and programs.

## II. Process to Develop and Approve Plan

This Plan was created through the following process:

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<sup>1</sup> Eligible Customers shall include consumers of electricity located within the geographic boundaries of the City who are Basic Service customers except for those customers who (1) have asked their electric distribution company to not to share their account information with their municipality; or (2) are enrolled in an optional “green power” program that requires them to remain on Basic Service.

1. **Passage of authorizing resolution:** The municipal aggregation statute requires that the City obtain approval from the local governing authorities before initiating the development of the Plan. The City satisfied the local approval requirement when the City Council voted to initiate the process of municipal aggregation on April 20, 2022.
2. **Signed agreement with City’s aggregation consultant:** Easthampton selected Good Energy, L.P. (“Good Energy”) as its aggregation consultant to assist in developing this Plan, managing the supply procurement, developing and implementing the public education plan, interacting with the Electric Distribution Company, Eversource, and monitoring the supply contract.
3. **Creation of a Draft Plan & Public Review:** Easthampton prepared a Draft Plan and made it available for public review beginning on TBD through TBD. Copies of the Plan were available via TBD.
4. **Public hearing on Draft Plan:** Easthampton held a public hearing to receive comments from the public on the Plan on TBD. Please see **Attachment B** for copies of comments received and responses from the City.
5. **Consultation with Department of Energy Resources & Other Parties:** The aggregation statute also requires that the City consult with the Department of Energy Resources (“DOER”) in developing the Plan. The City submitted a draft of the Plan to DOER in TBD, and Easthampton municipal officials and their Aggregation Consultant met with DOER to discuss that draft on TBD.

Attendees at the TBD meeting included: TBD. Please see **Attachment C** for the Consultation Letter from DOER.

The City has also provided an opportunity for input from the Electric Distribution Company, Eversource.

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

### **III. Electricity Supply Product Options**

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

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

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

The choices for renewable energy may include:

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

The choices for time-varying prices may include:

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

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

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

*Optional Products:*

- Product with additional RECs: The Program will offer an optional product that

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<sup>2</sup> For example, in 2024, the Commonwealth of Massachusetts requires that all electric supply products include a minimum of 62% renewable energy resources. This is comprised of 24% MA Class I sources and 38% other sources. Detail on these sources is available at <https://www.mass.gov/service-details/program-summaries>.

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

exceeds the minimum amount of renewable energy resources required by the Commonwealth by including more RECs than Easthampton Standard, and that will be non-time varying, called Easthampton Plus. The goal of Easthampton Plus is to provide an option with the most RECs in the Program. At launch, Easthampton Plus is expected to include 100% total RECs, with the exact amount to be determined by the Mayor or designee(s) of the Mayor after the receipt of bids from Competitive Suppliers. The percentage of RECs may change after it is established in the initial bid. Customers will be notified before any such change.

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

All RECs for additional renewable energy above the minimum amount required by the Commonwealth will qualify as Massachusetts Class I eligible pursuant to 225 CMR 14.00 which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

The products described above are designed to support the growth of renewable energy in New England through the purchase of additional MA Class I RECs. As described in Section IV.C Funding, the Mayor, or designee of the Mayor, may also choose to collect revenue in the Program products to more directly support the development of new renewable energy projects.

The City will also consider offering energy-related products and services that may be available from Competitive Suppliers as part of the Program. The City has not yet determined whether to offer any such products and services. The Mayor, or designee of the Mayor, will assess the potential benefits of any such products or services that a Competitive Supplier may offer, including the degree to which they would improve the environmental impact of the Program or improve the ability of participants to manage costs, and weigh that against any potential costs to participants in order to determine whether to offer such energy-related products or services.

## **IV. Plan Elements**

### **IV.a. Organizational Structure**

The organizational structure of Program will be as follows:

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

*Aggregation Consultant:* The Aggregation Consultant will manage certain aggregation activities under the direction of the Mayor or designee of the Mayor. The Aggregation Consultant’s responsibilities include assisting the City to obtain regulatory approval of the Plan, representing the Municipality before the Department, liaising with DOER, strategizing for and managing the procurement of electricity supply, developing and implementing the public education plan, interacting with the Electric Distribution Company, overseeing customer enrollment by the Competitive Supplier, monitoring the supply contract and reporting to the City, maintaining the Program website, providing on-going program information to the public as well as annual reports to the Department, providing Program customer support, including addressing customer complaints, producing regulatory reports, and managing supplemental filings with the Department (e.g., Plan amendments). The City has selected Good Energy, L.P. to provide these services for an initial term.

*Competitive Supplier:* The Competitive Supplier will provide power supply for the aggregation; perform all transactions with the Electric Distribution Company necessary to enroll, change products or opt-out of the program; provide customer support including staffing a toll-free number for customer questions about billing, to enroll, change product or opt-out; and to fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the City under terms deemed reasonable and appropriate for the constituents of the City by the Mayor.

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

## **IV.b. Operations**

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

These steps are described in the sections below.

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

The City, under direction of the Mayor or their designee(s), will solicit bids from leading



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

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

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

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

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

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

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

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

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

Whether the City conducts an individual solicitation or participates in a solicitation with a



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

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

Once a winning Competitive Supplier is selected, the City will implement a comprehensive public education plan.

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

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

- **Broad-based efforts:** The broad-based efforts will take advantage of traditional media, online media, and events to ensure as many people as possible learn about the aggregation. See **Attachment D** for detail on the broad-based efforts and an initial timeline and exemplar marketing materials.
- **Opt-Out Documents:** Opt-Out Documents will be mailed to every Eligible Customer. The Opt-Out Documents will have the appearance of an official communication of the City, and will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Opt-Out Documents will include:
  - an Opt-Out Notice that will: (1) introduce and describe the Program; (2) inform Eligible Customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all Program charges and compare the price and primary terms of City's competitive supply to the price and terms of the current Basic Service offering provided by the Electric Distribution Company. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The Opt-Out Notice will be made available in English.
  - the Language Access Document, which will contain a message in 26 languages

encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.

- an opt-out reply card, and
- a postage-paid return envelope.

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

Product Summary Forms for each Program product will be available on the Program website. Exemplar Product Summary Forms are included in **Attachment A**.

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

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

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

The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send educational materials, opt-out notices (i.e., Opt-Out Documents), or other communications essential to the operation of the Program, as directed by the City and following all applicable Department rules. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Program participants, unless specifically authorized by the City.

In the event the City seeks to inform customers currently on competitive supply about the Program, the City shall include in any materials a disclosure that such customers may be subject to penalties or early termination fees if they enroll in the Program.

#### ***IV.b.iii. Enroll customers and provide service***

**1. Enroll Customers:** After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Opt-Out Documents), the Competitive Supplier will enroll into the Program all Eligible Customers who did not opt out. All enrollments and other transactions between the Competitive Supplier and the Electric Distribution

Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

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

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

***IV.b.iv. Provide on-going outreach and education:***

The primary vehicle for providing continuing information will be the Program website which includes a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or auditory impairment. Participants will be notified of all changes in price, REC content or supplier for Program products, which will be communicated through postings on the Program and City websites, media releases, social media, a physical posting in City buildings and may be communicated, at the discretion of the Mayor or Mayor's designee, by a direct mail notice (See Section IV.d for changes due to a new or amended ESA, including a regulatory event and Section IV.g. for changes due to Program termination). The Program website will be updated quarterly with the then-current large business Basic Service rates and every six months with the then-current residential and small business Basic Service rates. See **Attachment D** for additional detail regarding on-going education and outreach.

***IV.b.v. Annual Report:*** On an annual basis, the City will report to the Department and the DOER on the status of the Program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in optional products, and such other information as the Department or DOER may request.

**IV.c. Funding**

All funds collected through the Program will be used specifically for the benefit of the Program.

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA. The then-current Program supply charges may be found on the Program website, [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com), on the Product Summary Forms on the Program website, and by calling the Competitive Supplier.

The primary cost will be the charges of the Competitive Supplier for the power supply, which will include the cost of any additional RECs above the minimum amount of renewable energy resources required by the Commonwealth. This will also include the cost of required mailings to Eligible Customers and Participating Customers. These charges will be established through the solicitation for a Competitive Supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour Commission Fee that will be paid by the Competitive Supplier to the Aggregation Consultant, as specified in the ESA. This Commission Fee will cover the services of the Aggregation Consultant as described in Section IV.a. Organizational Structure. This charge has been set for the initial term of the Aggregation Consultant's contract at \$0.001 per kilowatt hour.

In addition, the City may direct the Competitive Supplier to include in the supply price an Operational Adder of up to \$0.001 per kilowatt-hour to be payable by the Competitive Supplier to the City. Funds collected through this rate component shall be used to support the operational costs of the Program, including, for example: 1) additional REC purchases and related obligations such as escrow accounts and other sureties; 2) other forms of support for local energy projects that create benefits for Program participants; 3) enhanced customer education regarding energy bills and the environmental impacts of electricity use; and 4) personnel costs associated with an Energy Manager, one of the responsibilities of which is to assist with the Program. If the City chooses to implement the Operational Adder, the Program website and Opt-Out Notice will note that the supply price includes this additional rate component.

The Operational Adder is intended solely to fund operational costs associated with implementing the Program. The City has not determined whether to implement the Operational Adder at launch and at what level. The Mayor or their designee(s) will make such a decision after receiving supply price bids and assessing the budget needs for the use of the funds together with the incremental value the City could create for Program participants using Operational Adder funds. The City will comply with municipal finance law regarding any funds collected through the use of an Operational Adder.

With regard to the Operational Adder, "additional REC purchases" means the purchase of RECs for the Program by the City using additional rate component funds. "Other forms of support for local energy projects that create benefits for Program participants" means financial support for renewable energy projects for which the Program in turn receives electricity, RECs, or other benefits as permitted by the Department. "Enhanced customer education regarding energy bills and the environmental impacts of electricity use" means customer education in addition to the Department-required education, which is provided by the Aggregation Consultant. This enhanced education could include one-on-one sessions for vulnerable residents and deeper education about the environmental impacts of participating in the Program compared to residents' other energy choices.

For the Energy Manager position, the City intends it to be additive to existing roles in the Program. Specifically, the Energy Manager would expand the capacity of the City to engage with the Consultant in planning for the bidding process, analyzing and evaluating the results, planning

and contributing ideas for education and outreach, assessing and managing Program risk and strategizing for Program innovation. The City believes the involvement of such a position would enhance program delivery and effectiveness and, therefore, provide a benefit to participants. As a result, the City does not foresee the Energy Manager duplicating the role of the Consultant and therefore does not anticipate altering the Commission Fee. The City will monitor the allocation of the Energy Manager's time to ensure that funding related to the Energy Manager is not used for activities unrelated to the operation of the Program.

#### **IV.d. Rate Setting and Other Costs to Participants**

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

At least thirty days prior to the effective date of a price change, Program participants will be informed through postings on the Program and City websites, media releases, social media, a physical posting in City buildings and, at the discretion of the Mayor or Mayor's designee, through a direct mail notice. The notifications will contain the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product. Such notifications will comply with all Department language access and design requirements, and will inform Program participants that they may opt out of the Program at any time and return to Basic Service at no charge. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the City regarding customer's participation in the Program.

If the City seeks to change the voluntary renewable energy content for any product ("product change"), it also will notify Program participants of the product change as it would for a price change. Customers enrolled in an optional opt-in product that is being discontinued in the new ESA will be informed that they must affirmatively re-enroll in another Program product or they will be returned to the Program's default product. Customers enrolled in the default opt-out product or an optional opt-in product that will continue to be offered in the new ESA will be notified that they will be renewed in their current product under the new ESA unless they opt out.

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

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

Documents will include:

- **Renewal Notice:** the Renewal Notice is substantially similar to the Opt-Out Notice, particularly in that it will identify price, term and renewable energy content of the current product in which the customer is enrolled, the product into which the customer will be enrolled if the customer takes no action, and the price, term and renewable energy content of the new product or products(s) available via the Program.
- **Language Access Document,** which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.

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

If there is a change in law (as defined in the ESA) that results in a direct, material increase in costs during the term of the ESA, the City and the Competitive Supplier will negotiate a potential change in the Program price. Any resulting price change shall be communicated to Program participants as described above. The City shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a change in law. Such notice shall be provided to the Department no less than ten days prior to notifying customers and will include copies of all media releases, postings on the City and Program websites and any other communications the City intends to provide to customers regarding the price change.

In the event an ESA is terminated as the result of a dispute over a change in law, and the Municipality does not obtain a replacement ESA, the City will follow the procedures for termination of the Program under Section IV.g Extensions or Termination of the Program in the Plan. In the event the Municipality obtains a replacement ESA, it will follow the procedures for termination of the existing ESA and extension of the Program under this section and Section IV.g Extensions or Termination of the Program in the Plan.

The Program affects only the electricity supply charges of the participants. Delivery charges will be unchanged and will continue to be charged by the Electric Distribution Company in accordance with tariffs approved by the Department. Discounts provided by the Electric Distribution Company, including discounts provided to low-income customers, are not impacted by the Program.

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



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

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

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

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

The City plans to use the same process described in Section IV.b. Operations of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Aggregation Consultant. At least thirty days prior to the effective date of a price or product change in a subsequent ESA, Program participants will be informed through posting on the Program and City websites, media releases, social media, a physical posting in City buildings and, at the discretion of the Mayor or Mayor's designee, through a direct mail notice. The notifications will contain the new price, term, fees, renewable content and applicable price, term, fees and renewable energy content of their current product, as described in Section IV.d. Rate Setting & Other Costs to Participants. The City will satisfy all notice requirements established by the Department for price and product changes, including any timing and mailing requirements. The transfer of customers from the existing supplier to the new supplier will be coordinated with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols.

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

#### **IV.f. Rights and Responsibilities of Program Participants**

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



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

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

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

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

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

#### **IV.g. Extensions or Termination of Program**

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

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

The City will notify (1) the service list for the docket in which the Department approved the Municipality's plan, (2) the Director of the Department's Consumer Division, and (3) the Electric Distribution Company of the planned termination or extension of the Program. In particular, the City will provide the Electric Distribution Company notice: (1) 90 days prior to a planned termination of the Program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service

agreement. The City will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, municipal office and website postings and other communications the City intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Electric Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

#### **IV.h. Education Plan**

Please see **Attachment D** for the City’s Education Plan.

### **V. Substantive Requirements**

#### **V.a. Universal access**

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

All electricity customers in the City will have access to the Program and they may join the Program either through the opt-out process opt-in process described in Section V.b. Equitable Treatment of All Customer Classes and receive the pricing as described in Section V.b Equitable Treatment of All Customer Classes. All Eligible Customers will be automatically enrolled in the Program unless they choose to opt out.

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

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

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

#### **V.b. Equitable treatment of all customer classes**

The municipal aggregation statute requires “equitable” treatment of all customer classes. The

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

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer rate classes (residential, small, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer rate classes the Electric Distribution Company uses for the Basic Service pricing. While there is no penalty charge for leaving Basic Service, certain business customers may receive a reconciliation charge or credit upon switching from Basic Service to the Program.

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

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

- a. Eligible Customers that enroll at the Program start will receive the Program pricing for their rate class.
- b. For New Eligible Customers moving into the Municipality after the Program start, the Program will distinguish between (1) new residential and small business customers, who will receive the Program pricing, and (2) all other medium, large and very large business customers, who will receive pricing based on then-current market prices at the time the customer joins the Program.

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

- a. Opt-in customers that were being served by a Competitive Supplier at Program initiation but who later join the Program will be treated the same as new customers: (1) residential and small business customers will receive the Program pricing; and (2) medium, large and very large business customers will pay a price based on then-current market prices.
- b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market prices rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Basic Service of the Electric Distribution Company.

As noted below, participants will receive either the Program pricing or prices based on then-current market prices. The Competitive Supplier will determine the then-current market prices,

as noted below, based on current wholesale prices and its cost to serve the customer. Any market-based prices will remain effective through the remainder of then-current supply term. If the Municipality enters into a new ESA, all current customers will continue to be enrolled in the Program and receive the Program prices under the new ESA.

The following is a summary of the enrollment procedures and pricing under various scenarios.

**Enrollment Procedures**

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

Enrollment Scenario	Enrollment Procedures (Continued)
<p>All customers enrolled in the Program at the start of a new supply term, including any customers currently on market-based prices.</p>	<p><i>All Customers</i>            At least thirty days prior to the effective date of a price change or product change under a new supply term, Program participants will be informed through postings on the Program and City websites, media releases, social media, a physical posting in City buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product, in accordance with Section IV.d above. Customers enrolled in an optional opt-in product that will be discontinued in the new supply term (product change) will be informed that they must affirmatively re-enroll in a Program product or they will be returned to the Program’s default product. Customers enrolled in the default opt-out product or an optional opt-in product that will continue to be offered in the new supply term will be notified that they will be renewed in their current product under the new supply term unless they opt-out.</p>

**Pricing Summary**

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

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

**V.c. Reliability**

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

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

**VI. Planned Schedule**

The planned schedule below is presented for illustrative purposes. The final schedule will be

established once the Program has received all necessary approvals.

Day	Action or Event
1	Municipality notifies Electric Distribution Company of Department approval of the Plan and requests data for retail electric customers
5	Municipality issues RFP for Competitive Supplier
14	Municipality provides an updated expected timeline for the procurement of supply to Electric Distribution Company and files notification in Department docket (updates continue monthly until ESA has been executed)
1-36	Municipality negotiates ESAs with qualified Competitive Suppliers
36	ESA executed between City and Competitive Supplier & Municipality notifies Electric Distribution Company of executed ESA and files notification in Department docket
37	Competitive Supplier provides Electric Distribution Company with all information necessary to enroll customers in the Program  Begin broad-based public outreach for Program launch, including updating Program website (see Attachment D)
52	Competitive Supplier, at its expense, mails Opt-Out Documents to all Eligible Customers, identifying the return date (no earlier than 33 days from mailing) by which the reply card envelopes must be postmarked by Eligible Customers electing to opt-out
55	Eligible customers receive Opt-Out Documents in the mail
85	Return date by which Eligible Customers deciding to opt-out must postmark the reply card in a pre-paid envelope to the Competitive Supplier.
88	Competitive Supplier removes all Eligible Customers who opt out from the eligible list and sends “supplier enrolls customer” EDI for all Program participants
98	Earliest date Program enrollments may commence. Service begins as of each customer's next meter read date



Exhibit 1  
Attachment A  
Opt-Out Documents

Att. A-1: Opt-Out Notice

Att. A-1.A: Opt-Out Notice - Program Price for All Customers

Att. A-1.B: Opt-Out Notice - Market Price for Large Business Customers

Att. A-2: Opt-Out Reply Card

Att. A-3: Envelopes

Att. A-3.A: Sample Envelope

Att. A-3.B: Envelope for Opt-Out Reply Card

Att. A-4: Language Access Document

Att. A-5: Product Summary Forms



# City of Easthampton

**You will be automatically enrolled in the Easthampton Community Electricity product, "Easthampton Standard", unless you affirmatively opt out by mailing and postmarking the enclosed opt-out card by mm/dd/2023.**

XXXX XX, 2023

Dear Easthampton Electricity Customer,

The City of Easthampton is offering a Program called Easthampton Community Electricity. The Program is a carefully designed alternative to your current electricity supply options, which include those offered by Eversource and other third-party electricity suppliers. Through the Program, Easthampton aims to provide electricity products that increase our community's renewable energy use and reduce carbon pollution.

– Jane Smith, City of Easthampton

## YOUR OPTIONS

Your participation in the Program is voluntary and you can leave the Program at any time without penalties or fees.

**1 Automatically enroll in Easthampton Standard, with 10% voluntary renewable energy content**

If you take no action, you will be automatically enrolled in the default product, Easthampton Standard, starting on your Month 2023 meter read. The electricity supplier for the Easthampton Community Electricity program is Supplier\_Name.

**2 Choose to enroll in another Easthampton product with more or less renewable energy content**

To choose a different product, call the Program's electricity supplier, Supplier\_Name, at (ARE) SUP-LIER, or submit a request at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com).

**3 Choose to continue with Eversource Basic Service**

To remain with Eversource Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2023**:

Postmark and mail the enclosed opt-out card    *or*    call Supplier\_Name at (ARE) SUP-LIER    *or*    submit the opt-out form at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com)

## PRODUCT SUMMARY

	Eversource Basic Service (if you opt out)	Easthampton Basic	Easthampton Standard (automatic)	Easthampton Plus
<b>Price</b>				
Residential	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Small Business	nn.nnn ¢/kWh			
Large Business	nn.nnn ¢/kWh*			
<b>Voluntary Renewable Energy Content</b>	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds voluntary renewable energy (MA Class I RECs) to total 100%
<b>Duration</b>	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

**The Easthampton Community Electricity cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.**

Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract. Program prices include a commission fee of \$0.001 kWh for the aggregation consultant. Program prices also include taxes which are billed as part of the power supply charge.

Program prices apply to service beginning and ending on the days of the month that your meter is read. Program prices do not include the price that the electric utility will charge for the delivery component of electric service.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

## RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
<b>Eversource Basic Service</b> (If you opt out)	2023	22%	37%	-	-	<b>59%</b>
	2024	24%	38%	-	-	<b>62%</b>
	2025	27%	36%	-	-	<b>63%</b>
<b>Easthampton Basic</b>	2023	22%	37%	-	-	<b>59%</b>
	2024	24%	38%	-	-	<b>62%</b>
	2025	27%	36%	-	-	<b>63%</b>
<b>Easthampton Standard (automatic)</b>	2023	22%	37%	<b>10%</b>	-	<b>69%</b>
	2024	24%	38%	<b>10%</b>	-	<b>72%</b>
	2025	27%	36%	<b>10%</b>	-	<b>73%</b>
<b>Easthampton Plus</b>	2023	22%	37%	<b>41%</b>	-	<b>100%</b>
	2024	24%	38%	<b>38%</b>	-	<b>100%</b>
	2025	27%	36%	<b>37%</b>	-	<b>100%</b>

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts. MA Class I renewables are from new sources located within, or delivered to, New England, and built after 1997. For details on all required sources, see [www.mass.gov/service-details/program-summaries](http://www.mass.gov/service-details/program-summaries).

## PROGRAM DETAIL

- Eversource will continue to deliver the electricity that you use in your home 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 Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website].
- You can switch to a different Program supply product any time after you've enrolled.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- You can leave the Program with no associated early termination fees any time after you've enrolled. If you leave the Program, your account(s) will be returned to Eversource Basic Service on the next meter read.
- Product Summary Forms for each Program product are available at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com).
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit [www.mass.gov/info-details/basic-service-information-and-rates](http://www.mass.gov/info-details/basic-service-information-and-rates), or call Eversource at 877-659-6326.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier\_Name via email at Supplier\_Tax\_email or mail at Supplier\_tax\_mail in order to maintain their tax-exempt status.
- If you participate in the Program, you will be automatically enrolled at a new price at the end of the contract term unless you inform the 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 contact you no later than 30 days before each automatic renewal to notify you of your supply options.

## CUSTOMER SUPPORT & MORE

Please visit [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com) or call (ARE) PRO-GRAM to view Product Summary Forms for each Program product and for additional Program detail.

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 <http://energyswitchma.gov>.



# City of Easthampton

**You will be automatically enrolled in the Easthampton Community Electricity product, "Easthampton Standard", unless you affirmatively opt out by mailing and postmarking the enclosed opt-out card by mm/dd/2023.**

XXXX XX, 2023

Dear Easthampton Electricity Customer,

The City of Easthampton is offering a Program called Easthampton Community Electricity. The Program is a carefully designed alternative to your current electricity supply options, which include those offered by Eversource and other third-party electricity suppliers. Through the Program, Easthampton aims to provide electricity products that increase our community's renewable energy use and reduce carbon pollution.

– Jane Smith, City of Easthampton

## YOUR OPTIONS

Your participation in the Program is voluntary and you can leave the Program at any time without penalties or fees.

**1 Automatically enroll in Easthampton Standard, with 10% voluntary renewable energy content**

If you take no action, you will be automatically enrolled in the default product, Easthampton Standard, starting on your Month 2023 meter read. The electricity supplier for the Easthampton Community Electricity program is Supplier\_Name.

**2 Choose to enroll in another Easthampton product with more or less renewable energy content**

To choose a different product, call the Program's electricity supplier, Supplier\_Name, at (ARE) SUP-LIER, or submit a request at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com).

**3 Choose to continue with Eversource Basic Service**

To remain with Eversource Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2023**:

Postmark and mail the enclosed opt-out card      *or*      call Supplier\_Name at (ARE) SUP-LIER      *or*      submit the opt-out form at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com)

## PRODUCT SUMMARY

	Eversource Basic Service (if you opt out)	Easthampton Basic	Easthampton Standard (automatic)	Easthampton Plus
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Small Business	nn.nnn ¢/kWh			
Large Business	nn.nnn ¢/kWh*	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
<b>Voluntary Renewable Energy Content</b>	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds voluntary renewable energy (MA Class I RECs) to total 100%
<b>Duration</b>	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

**The Easthampton Community Electricity cannot guarantee savings compared to Eversource Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.**

Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract. Program prices include a commission fee of \$0.001/ kWh for the aggregation consultant and \$[0.00X]/kWh for [insert description of Operational adder]. Program prices also include taxes which are billed as part of the power supply charge.

Program prices apply to service beginning and ending on the days of the month that your meter is read. Program prices do not include the price that the electric utility will charge for the delivery component of electric service.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

## RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
<b>Eversource Basic Service</b> (If you opt out)	2023	22%	37%	-	-	<b>59%</b>
	2024	24%	38%	-	-	<b>62%</b>
	2025	27%	36%	-	-	<b>63%</b>
<b>Easthampton Basic</b>	2023	22%	37%	-	-	<b>59%</b>
	2024	24%	38%	-	-	<b>62%</b>
	2025	27%	36%	-	-	<b>63%</b>
<b>Easthampton Standard (automatic)</b>	2023	22%	37%	<b>10%</b>	-	<b>69%</b>
	2024	24%	38%	<b>10%</b>	-	<b>72%</b>
	2025	27%	36%	<b>10%</b>	-	<b>73%</b>
<b>Easthampton Plus</b>	2023	22%	37%	<b>41%</b>	-	<b>100%</b>
	2024	24%	38%	<b>38%</b>	-	<b>100%</b>
	2025	27%	36%	<b>37%</b>	-	<b>100%</b>

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts. MA Class I renewables are from new sources located within, or delivered to, New England, and built after 1997. For details on all required sources, see [www.mass.gov/service-details/program-summaries](http://www.mass.gov/service-details/program-summaries).

## PROGRAM DETAIL

- Eversource will continue to deliver the electricity that you use in your home 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 Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website].
- You can switch to a different Program supply product any time after you've enrolled.
- Product Summary Forms for each Program product are available at [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com).
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from Eversource.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- You can leave the Program with no associated early termination fees any time after you've enrolled. If you leave the Program, your account(s) will be returned to Eversource Basic Service on the next meter read.
- Exit Terms for Basic Service: There is no penalty charge for leaving Eversource Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit [www.mass.gov/info-details/basic-service-information-and-rates](http://www.mass.gov/info-details/basic-service-information-and-rates), or call Eversource at 877-659-6326.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier\_Name via email at Supplier\_Tax\_email or mail at Supplier\_tax\_mail in order to maintain their tax-exempt status.
- If you participate in the Program, you will be automatically enrolled at a new price at the end of the contract term unless you inform the 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 contact you no later than 30 days before each automatic renewal to notify you of your supply options.

## CUSTOMER SUPPORT & MORE

Please visit [www.EasthamptonCommunityElectricity.com](http://www.EasthamptonCommunityElectricity.com) or call (ARE) PRO-GRAM to view Product Summary Forms for each Program product and for additional Program detail.

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 <http://energyswitchma.gov>.

## Opt-Out Reply Card



City of Easthampton  
Easthampton Community  
Electricity

*Account number placeholder*  
*Opt-Out code placeholder*

X \_\_\_\_\_  
*Signature* *Date*

### Current Resident Name

1234 Main St Easthampton, MA  
12345

**If you wish to participate in the Easthampton Community Electricity program, you do not need to take any action. You will be automatically enrolled.**

### Opt-Out Instructions

If you do not want to participate:

1. Sign and date this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address on this card.

**The envelope must be mailed and postmarked on or before Month, Day, Year to opt out of the Program before automatic enrollment.**



City of Easthampton  
c/o Supplier Name Supplier  
Address City, State, Zip  
Phone: Supplier Phone  
Email: Supplier Email

Presorted  
Standard  
U.S. Postage  
Paid  
XXXX  
XXXX

**Current Resident**  
**Name** 1234 Main St  
Easthampton, MA 12345

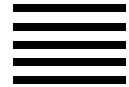
*Time-sensitive notice from the  
City of Easthampton*



D.P.U.  
Exhibit 1 – Att. A-3.B: Envelope for Opt-Out Reply Card  
Municipality: Easthampton  
Consultant: Good Energy  
Page #: 1 of 1  
Date: May 29, 2024



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**  
FIRST-CLASS MAIL    Permit No. XXX    Easthampton, MA

POSTAGE WILL BE PAID BY ADDRESSEE

City of Easthampton  
C/O [Supplier  
Name] Address  
City, State and Zip





## Easthampton Community Electricity

### ⚠ IMPORTANT NOTICE

📞 MUNI TOLL-FREE NUMBER

📠 TTY (800) 439-2370 / Español (866) 930-9252

🌐 [EasthamptonCommunityElectricity.com](http://EasthamptonCommunityElectricity.com)

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 the City of Easthampton about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

<p><b>SPANISH/ESPAÑOL</b>        Incluye importante notificación de        City of Easthampton        sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p><b>POLISH/POLSKI</b>        Załączono ważne powiadomienie od        City of Easthampton        dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczne przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.</p>
<p><b>PORTUGUESE/PORTUGUÊS</b>        Aviso importante incluído do        City of Easthampton        sobre seu serviço de eletricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.</p>	<p><b>NEPALI/नेपाली</b>        तपाईंको विद्युतीय सेवा बारे        City of Easthampton        बाट संलग्न गरिएको महत्त्वपूर्ण सूचना । सूचनालाई तत्कालै अनुवाद गर्नुहोस् । मद्दतको लागि, माथि दिइएको नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस् ।</p>
<p><b>CHINESE (SIMPLIFIED)/中文</b>        随附来自        City of Easthampton        的重要通知, 有关您的供电服务。请立刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。</p>	<p><b>MARATHI/मराठी</b>        कडून महत्त्वाची सूचना संलग्न केली आहे        City of Easthampton        आपल्या विद्युत सेवेसंबंधी. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.</p>
<p><b>CHINESE (TRADITIONAL)/中文</b>        随附以下重要通知        City of Easthampton        事關您的電力服務。請立即翻譯通知。如需協助，請致電上述號碼或瀏覽網站。</p>	<p><b>YORUBA/YORÙBÁ</b>        Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ̀        City of Easthampton        nípa ìṣẹ́ iná mọ̀nàmọ̀nà rẹ̀. Túmọ̀ àkíyèsí náà lésẹ̀kẹ̀ṣẹ̀. Pe nọ̀nbà náà tàbí ẹ̀ àyàye lórí ayélujára, lókè, wò fún irànlọ̀wọ̀.</p>
<p><b>HAITIAN/KREYÒL</b>        Wap jwenn yon avi enpòtan ki soti nan        City of Easthampton        osijè sèvis elektrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn èd.</p>	<p><b>IGBO/NDI IGBO</b>        Ọkwa dị mkpa e zitere na        City of Easthampton        gbasara ọrụ ọkụ eletrik gị. Tugharịa ọkwa ozigbo. Kpọọ nomba à ma ọ bụ gaa na webusaịti, dị n'elu, maka enyemaka.</p>

<p><b>VIETNAMESE/TIẾNG VIỆT</b>          Có đính kèm thông báo quan trọng từ  <b>City of Easthampton</b>          về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay.          Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên,          để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b>          የኤሌክትሪክ አገልግሎትዎን በተመለከተ ከ  <b>City of Easthampton</b>          የተሰጠ ጠቃሚ ማስታወቂያ ከዚህ ጋር በአባሪነት ተያይዟል።          ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። አገዛ ለማግኘት፣ ከላይ          በተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድረ ገጹን ይጎብኙ።</p>
<p><b>RUSSIAN/РУССКИЙ</b>          Прилагается важное сообщение от  <b>City of Easthampton</b>          касательно вашего снабжения электроэнергией. Переведите          это сообщение безотлагательно. Если вам нужна помощь,          позвоните по указанному номеру или зайдите на вебсайт.</p>	<p><b>SOMALI/SOOMAALI</b>          Ogeysiin muhiim ah oo ku lifaaqan oo ka timid  <b>City of Easthampton</b>          oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas.          U soo wac lambarka ama u booqo websaydka, koreeyo, wixii          caawin ah.</p>
<p><b>ARABIC/عربي</b>          ملاحظة هامة متضمنة من  <b>City of Easthampton</b>          حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فوراً. اتصل          بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.</p>	<p><b>JAPANESE/日本語</b>  <b>City of Easthampton</b>          からの電力供給に関する重要なお知らせが添付されています。このお          知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話          番号までお電話いただくか、ウェブサイトをご覧ください。</p>
<p><b>KHMER/ខ្មែរ</b>          សេចក្តីជូនដំណឹងសំខាន់ បានភ្ជាប់មកពី  <b>City of Easthampton</b>          អំពីសេវាអគ្គិសនីរបស់អ្នក។ បកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។          ហៅទៅលេខ ឬទស្សនាគេហទំព័រខាងលើ សំរាប់ជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b>          ના તરફથી મહત્વપૂર્ણ નોટિસ બીડેલ છે  <b>City of Easthampton</b>          તમારી વીજળી સેવા વિશે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે          ઉપરના નંબર પર કોલ કરો અથવા વેબસાઇટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b>          Avis important ci-joint de  <b>City of Easthampton</b>          à propos de votre service d'électricité. Traduisez immédiatement          l'avis. Appelez le numéro ou visitez le site Web ci-dessus pour          obtenir de l'aide.</p>	<p><b>SWAHILI/KISWAHILI</b>          Notisi muhimu ambayo imeambathishwa kutoka kwa  <b>City of Easthampton</b>          kuhusu huduma ya umeme unayopokea. Ifasiri notisi papo hapo.          Piga simu kwa nambari au zuru tovuti, hapo juu, ili kupata usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b>          Comunicazione importante in allegato da  <b>City of Easthampton</b>          riguardante il suo servizio di elettricità. Tradurre il comunicato          immediatamente. Se ha bisogno di assistenza chiami il numero o          visiti il sito internet sopra indicato.</p>	<p><b>HINDI/हिंदी</b>          यह महत्वपूर्ण सूचना  <b>City of Easthampton</b>          की ओर से आपकी बिजली सेवा के बारे में है। सूचना का तुरंत अनुवाद करें।          मदद के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b>          귀하의 전기 서비스와 관련하여  <b>City of Easthampton</b>          에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시          번역하시기 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나          웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b>          ประกาศสำคัญที่แนบมาจาก  <b>City of Easthampton</b>          เกี่ยวกับบริการไฟฟ้าของคุณ แอปประกาศทันที          โปรดไปยังหมายเลข หรือไปที่เว็บไซต์ด้านบน เพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b>          Εσκληρείται σημαντική ειδοποίηση από  <b>City of Easthampton</b>          που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε          την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφτείτε την          παραπάνω ιστοσελίδα για βοήθεια.</p>	<p><b>LAO/ລາວ</b>          ແຈ້ງການທີ່ສໍາຄັນນໍາມາຈາກ  <b>City of Easthampton</b>          ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໂດຍທັນທີ.          ສໍາລັບການຊ່ວຍເຫຼືອ ໂທຫາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໃນເວັບໄຊທ໌ ຢູ່ຂ້າງເທິງ.</p>



## City of Easthampton

### Electric Supply Product Summary: Easthampton Standard *From Easthampton Community Electricity*

You will receive an electric supply product from Easthampton Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the 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 contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product includes 69% renewable energy resources in 2023, 72% in 2024 and 73% in 2025, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Easthampton Community Electricity is a Program of the City of Easthampton: <a href="http://www.EasthamptonCommunityElectricity.com">www.EasthamptonCommunityElectricity.com</a> . The Program is served by [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 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 <a href="http://Eversource.com">Eversource.com</a> .
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 <a href="http://energyswitchma.gov">http://energyswitchma.gov</a> .	



## City of Easthampton

### Electric Supply Product Summary: Easthampton Basic *From Easthampton Community Electricity*

You will receive an electric supply product from Easthampton Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the 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 contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product meets the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Easthampton Community Electricity is a Program of the City of Easthampton: <a href="http://www.EasthamptonCommunityElectricity.com">www.EasthamptonCommunityElectricity.com</a> . The Program is served by [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 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 <a href="http://Eversource.com">Eversource.com</a> .
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 <a href="http://energyswitchma.gov">http://energyswitchma.gov</a> .	



## City of Easthampton

### Electric Supply Product Summary: Easthampton Plus *From Easthampton Community Electricity*

You will receive an electric supply product from Easthampton Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the 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 contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product includes 100% renewable energy resources in 2023, 100% in 2024 and 100% in 2025, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Easthampton Community Electricity is a Program of the City of Easthampton: <a href="http://www.EasthamptonCommunityElectricity.com">www.EasthamptonCommunityElectricity.com</a> . The Program is served by [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 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 <a href="http://Eversource.com">Eversource.com</a> .

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 <http://energyswitchma.gov>.

Exhibit 1  
Attachment B  
Further Supporting Documents

Att. B-1: Certified Vote to Pursue Aggregation

Att. B-2: Minutes of all City Council meetings discussing aggregation

Att. B-3: Documentation demonstrating an opportunity for public review of the Plan, identifying the locations where and time period when the Plan was available for viewing, and identifying the period during which the Municipality was accepting comments

Att. B-4: Draft Plan for Public Review

Att. B-5: Public Comments Received and Responses Provided



**D.P.U.**  
**Exhibit 1 – Att. C: DOER Consultation Letter Cover Page**  
**Municipality: Easthampton**  
**Consultant: Good Energy**  
**Page #: 1 of 1**  
**Date: May 29, 2024**

Exhibit 1  
Attachment C  
DOER Consultation Letter

**D.P.U.**  
**Exhibit 1 – Att. D: Education Plan Cover Page**  
**Municipality: Easthampton**  
**Consultant: Good Energy**  
**Page #: 1 of 1**  
**Date: May 29, 2024**

Exhibit 1  
Attachment D  
Education Plan

**EDUCATION PLAN  
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D-1 Residents with Limited English Language Proficiency	

## Attachment D - Education Plan

The following describes the Education Plan for the City of Easthampton (the “City”) to fully inform and educate potential participants about their opportunities, options and rights for participation in the Community Electricity Program (“Program”). Eligible Customers (as defined in Section I of the Plan), including Eligible Customers with limited English language proficiency and disabilities, must be informed that they will be automatically enrolled in the Program and that they will have the right to opt-out of the Program without penalty. The Education Plan has the following parts:

1. Program Launch Outreach & Education
2. On-Going Outreach & Education
3. Approach to Overall Education & Outreach

The City will work with closely with the *Easthampton Energy Advisory Committee* when executing its education and outreach activities for the Program.

### 1. Program Launch

The City has prepared a marketing plan and timeline that identifies the steps that it will take to implement the broad-based public education efforts and send out the opt-out documents (“Opt-Out Documents”). The schedule is designed to work towards the estimated date when Eligible Customers will be enrolled in the Program.

From estimated date that Electricity Supply Agreement is executed (i.e. Day 31 per Exhibit 1, Section V. Planned Schedule)		
Action	Start Day	Finish Day
A. Launch Program website	Already Complete	-
B. Update Program website	37	Ongoing
C. Work with local media resources	37	80
<ul style="list-style-type: none"> <li>• Issue press release/contract announcement to Newspapers and TV Stations</li> </ul>	37	37
<ul style="list-style-type: none"> <li>• Press releases expected publication in Newspapers Radio and TV Stations</li> </ul>	37	50
D. Active social media outreach	40	80
E. Presentations	40	80
<ul style="list-style-type: none"> <li>• Presentations to community groups as desired</li> </ul>	40	80
<ul style="list-style-type: none"> <li>• Community-wide presentation after Opt-Out Documents mail</li> </ul>	60	-
F. Distribute Program details to local groups including marketing materials/brochure	37	50
G. Program customer support line & Competitive Supplier phone line	46	Ongoing
H. Mail postcard to all Eligible Customers	48	-
I. Mail Opt-Out Documents to all Eligible Customers	52	0
J. Earliest date Program enrollments may commence.	98	

Sections 1.A through 1.I provide detail on each of the outreach elements identified in the table above.

### **1.A Launch Program Website**

The City's website will include, in a prominent location, basic information about the Program, including a municipal contact, with a link to the Program website. All information regarding the Program will be posted on the Program website. For the duration of the Program, the City commits to ensuring that all Plan documents, including the approved Plan, Education Plan, Opt-Out Documents and education materials, will remain available and updated on the Program website. The Program website has links to the website of the Electric Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier. The current supply prices for each Program product can be found at the Program website, <http://www.EasthamptonCommunityElectricity.com>.

### **1.B. Update Program Website**

The Program website will be updated to include information on the product options, including pricing, term length, renewable energy (i.e., “RECs”); as well as enrollment, opt-up and opt-out forms and phone numbers.

### **1.C. Press Release and Work with Local Media Resources**

The City will develop press releases to provide to local media resources, including newspapers and public access TV.

- *Area Newspapers:* The City will work with the *The Republican* <https://www.masslive.com/> to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, the City may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications including *Daily Hampshire Gazette* (<https://home.gazettenet.com>). These newspapers are easily accessible to community members and are able to disseminate accurate and timely information about the Program.
- *Local Public Access Television:* The City intends to work with *Easthampton Media* <https://www.artshubwma.org/profile/easthampton-media>. The station can record interviews about the Program and PSAs for upcoming meetings. This station was chosen due to its affiliation with the City, making it a well-known source of local news.
- *Municipal Staff Interviews:* Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

### 1.D. Active Social Media Outreach

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program website. In concert with the communication leads of the City, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep Eligible Customers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by municipal staff. These accounts may include: *City of Easthampton page on Facebook*. This outlet was selected as well-followed or subscribed channel by residents and businesses for official City news.

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community. These accounts may include: *Easthampton, MA Group Page/ Easthampton MA Friends and Neighbors on Facebook*. These were selected as some of the current popular social media groups where community discussions occur.

### 1.E. Presentations

Provide at least one community-wide presentation and connect with local groups to (a) promote general awareness of the Program and (b) target education to low-income customers, seniors and customers with limited-English capabilities or disabilities.

- Local Groups: Some of the local groups identified to date which the City may choose to work with include:
  - *Easthampton Council on Aging* (<https://easthamptonma.gov/413/Council-on-Aging>), is the City's organization to support senior citizens in the community and was chosen to help the Program connect with that demographic;
  - *Easthampton City Arts* (<https://www.easthamptoncityarts.com/>), describes itself as creating positive, innovative and accessible arts programming and cultural events in the City. It was selected because its active following of community members, including artists, and its programming and events can help spread broad awareness;
  - *Community Action Pioneer Valley (CPAV)* (<https://www.communityaction.us/>) describes itself as assisting people in the Pioneer Valley, which includes Easthampton, who have low incomes to achieve economic stability and security, and focuses heavily on energy issues. This group was selected to help connect with the low-income population.

- *Greater Easthampton Chamber of Commerce* (<https://www.easthamptonchamber.org/>), chosen to help connect with non-residential electricity users; and
  - *Friends of Manhan Rail Trail* (<https://manhanrailtrail.org/>), this support group for the rail trail which connects Easthampton and Northampton - used by walkers, runners and bikers in the City – was selected because it can likely help connect the Program with those interested in the environmental benefits of the electricity supply options.
- *City Council Meetings*: Present or provide materials for the City Council meetings and any constituent meetings they may have.

#### **1.F. Distribute Program details to local groups including marketing materials/brochure**

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

Distribute to key locations such as Municipal offices, *Easthampton Public Library* and *Easthampton Council on Aging and Enrichment Center* and offer to local groups identified in 1.E. These locations were selected as high traffic areas where community information is often posted, and the Senior Center can help reach the senior population.

#### **1.G. Program Customer Support Line & Competitive Supplier Phone**

Establish customer helplines with the Competitive Supplier and Aggregation Consultant to answer customer inquiries. Help line will be maintained for the duration of the Program.

#### **1.H. Mail Postcard to all Eligible Customers**

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that the recipient engages with the more detailed Opt-Out Documents.

#### **1.I. Mail Opt-Out Documents to all Eligible Customers (Exhibit 1, Attachment B)**

Opt-Out Documents will be mailed to every Eligible Customer, and include the Opt-Out Notice, the opt-out reply card, postage-paid return envelope and Language Access Document. Eligible Customers will have 33 days from the date of mailing the Opt-Out Documents to return the reply card if they wish to opt out of the Program and the Opt-Out Notice shall identify the return date by which the reply envelope must be mailed and postmarked. The Competitive Supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program (i.e. 37 days total from mailing before enrollment). See Section IV.b.ii under Operations in the Plan for additional detail on the content of the Opt-Out Documents.



## **2. Ongoing Outreach and Education**

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

### **2.A. Revisions to Products, Prices & Supplier**

All changes in prices, voluntary REC content or Competitive Supplier for Program products will be communicated through postings on the Program and City websites, media releases, social media, a physical posting in City buildings and may be communicated, at the discretion of the Mayor or Mayor's designee, by a direct mail notice. The communication will be made at least thirty days prior to the effective date of the price or voluntary REC or Competitive Supplier change, and Program participants will be informed of the new price, term, fees, renewable energy content and the applicable price, term, fees, and renewable energy content of their current product, in compliance with all Department language access and design requirements, and will be informed that they may opt out of the Program at any time and return to Basic Service at no charge. Please see Section IV.d. Rate Setting & Other Costs for Participants in the Plan for additional detail regarding the content of the direct mail notice and customer participation.

### **2.B. Responses to Frequently Asked Questions**

The City will update the Program website to add or revise content that will address frequently asked questions. The frequency of updates will be based on City assessment of need.

### **2.C Program Goals & Performance**

Program goals and performance will be communicated via updates to the Program website. Additionally, the Program may include updates on goals and performance as part of any Change Documents, defined in Section IV.d Rate Setting & Other Costs for Participants in the Plan, including the Renewal Notice. Any updates on the Program's financial performance will include appropriate disclaimers per Section 3.B below. The frequency of updates to the Program website will be based on City assessment of need. The Program may also conduct awareness campaigns for goals to increase participation in optional products that have more renewable energy resources than the minimum amount required by the Commonwealth. Such campaigns will utilize flyers and bookmarks, lawn signs, social media postings, participation in local events and virtual and in-person meetings. The frequency of such campaigns and methods to be used will be determined by the City based on its assessment of the need and optimal timing.

### **2.D Rights and Procedures for Program Participants**

The Program website will document the rights of Program participants, including the right to opt-out at any time without penalty, and will document the procedures for enrolling, changing

products and opting-out. Additionally, the Program website will house a copy of the Plan for the public to view all of the rights and procedures contained therein. Rights and applicable enrollment procedures will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice, defined in Section IV.d of the Plan; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

### **2.E Contact Information for Customer Inquiries**

The Program website will provide phone and email contact information for customer inquiries. Additionally, contact information for customer inquiries will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice, defined in Section IV.d of the Plan; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

### **2.F. Details Regarding the Program's Electric Supply and Renewable Attributes**

The Program website will provide information on the price, term length and renewable energy content of the Program products as both text on the Program website and as Product Summary Forms hosted on the Program website (see **Exhibit 1, Attachment A** for exemplar Product Summary Forms). Additionally, such information will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice, defined in Section IV.d of the Plan; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

New Eligible Customers moving into the Municipality after Program initiation initially will be enrolled in Basic Service with the Electric Distribution Company. New Eligible Customers subsequently will receive the same Opt-Out Documents as other Eligible Customers.

## **3. Approach to Overall Education & Outreach**

The outreach efforts described in this section apply to the Program launch as well as on-going outreach.

### **3.A Enrollment and Pricing**

Customers will be informed of the various enrollment and pricing procedures both at and after Program initiation. For a summary of the enrollment procedures and pricing under various scenarios, please see Section V.b. Equitable Treatment of All Customer Classes in the Plan.

### **3.B Required Disclosures & Notices**

Savings Not Guaranteed - Any Program materials which include the City’s goals of lower cost electricity or cost savings, or which reference price savings, price stability, economic benefits or a like term, will also include in each instance a disclaimer that the City cannot guarantee that the Program will provide customers with prices lower than the Electric Distribution Company's Basic Service rate that may be in effect at any point of time during the term of any supply contract entered into by the City.

Automatic Enrollment - All customer education materials (i.e., announcements, slides, scripts presentations and the Opt-Out Notice) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.

Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Electric Distribution Company to low-income customers are not affected by the Program.

Competitive Supply Customers – To the extent the City's Program materials seek to inform competitive supply customers about the Program, it will disclose that such customers may be subject to penalties or early termination fees if they switch from competitive supply to the Program during the term of a contract with a competitive supplier.

Termination of the ESA - In the event an ESA is terminated as the result of a dispute over a Regulatory Event or New Taxes, and the City does not obtain a replacement ESA, the City will follow the procedures for termination of the Program under Section IV.g Extensions or Termination of the Program in the Plan. In the event the City obtains a replacement ESA it will follow the procedures for termination of the existing ESA and extension of the Program under Sections IV.d Rate Setting & Other Costs to Participants and IV.e Method of Entering and Terminating Agreements with Other Entities of the Plan.

### **3.C Outreach to Persons with Disabilities or Limited English Proficiency**

The City will use its Program notifications, customary media outlets and Program website to reach and educate all residents about the details of the Program, including those with limited English proficiency.

As detailed in Section 3.B, all price and product change notifications will be in compliance with all Department language access and design requirements.

Persons with Disabilities - In addition to the Opt-Out Documents, the City will use the Program website as well as posters and handouts to ensure effective communication with all Eligible Customers. To the extent possible public education events will be held in accessible spaces or, in the alternative, will be available on-line for the mobility impaired. Outreach efforts may be communicated in print and audio formats to provide access to both the hearing and visually impaired.

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

Assistive technologies such as TTY (TeleType) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the Program website will use text rich formats and .pdf files, rather than .jpeg and .png images, so that the charts can be read aloud by a computer. Images will also employ alternate text options so that every page on the website can be read out loud by a computer, leveraging assistive technology.

In addition, the Program website will use WordPress, which conforms with web content accessibility guidelines and is actively working to make their Content Management System ADA compliant.

Persons with Limited English Proficiency - At the launch of the Program, the City will include in its Opt-Out Documents a Language Access Document in the language of limited-English speaking residents. The Language Access Document includes a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number. The Program website will have translation services that can translate the website text and Program information into more than 100 languages. The website is the primary vehicle for communicating Program information, both before and after the Program launch.

The City will also work with individuals who need language support as those needs are identified. The City has identified those residents within the City that speak English “less than very well” and that speak another language as their primary language. No languages are represented by more than 3% of the population (see table below – “Population speaking English less than very well ” shown for any language over 1% of Easthampton’s population; full data is available in Attachment D-1. Additionally, the City consulted the interactive language map published by the State of Massachusetts at <https://mass-eoeea.maps.arcgis.com/apps/webappviewer/index.html?id=dfdfbf9c109647fc9601f7524c1fd9f4> and did not find any additional languages). The percentages are based on a population of approximately 16,045 residents.

Based on this data, the City intends to make Program information available in English for all direct mailings. Additionally, non-English speaking customers can access the Program website which includes a translation function that translates materials on the website into over 100 different languages.

Population speaking English less than very well		
Language Spoken at Home	Number of Speakers in Easthampton	Percent of Total Easthampton Population
Spanish	219	1.4%
Source: 2021 American Community Survey 5-year estimate, Table C16001: Language Spoken at Home for the Population 5 Years And Over. See Attachment A-1 for the original source data.		

The above-described outreach efforts to educate all customers shall also apply to the City’s on-going outreach and education as described in Section 2 above.

**3.D Limitations on Supplier Communications**

The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send educational materials, Opt-Out Documents, or other communications essential to the operation of the Program, as directed by the City and following all applicable Department rules. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Program participants, unless specifically authorized by the City.

Attachments

D-1 – Residents with Limited English Language Proficiency

**Attachment D-1: Residents with Limited English Language Proficiency**

2021 American Community Survey 5-year estimate, Table C16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over. The table can be accessed at the following link:

[https://data.census.gov/table?q=language+spoke+at+home&g=060XX00US2501519370&tid=A\\_CSDT5Y2021.C16001](https://data.census.gov/table?q=language+spoke+at+home&g=060XX00US2501519370&tid=A_CSDT5Y2021.C16001).

Full data table is provided below, as accessed on July 20, 2023:

	<b>Easthampton City, Hampshire County, Massachusetts</b>	
<b>Label</b>	<b>Estimate</b>	<b>Margin of Error</b>
Total:	15,593	±174
Speak only English	13,946	±405
Spanish:	660	±306
Speak English "very well"	441	±277
Speak English less than "very well"	219	±145
French, Haitian, or Cajun:	123	±114
Speak English "very well"	107	±107
Speak English less than "very well"	16	±28
German or other West Germanic languages:	203	±200
Speak English "very well"	157	±187
Speak English less than "very well"	46	±69
Russian, Polish, or other Slavic languages:	175	±129
Speak English "very well"	105	±108
Speak English less than "very well"	70	±69
Other Indo-European languages:	108	±118
Speak English "very well"	35	±45
Speak English less than "very well"	73	±89
Korean:	0	±21
Speak English "very well"	0	±21

Speak English less than "very well"	0	±21
Chinese (incl. Mandarin, Cantonese):	77	±112
Speak English "very well"	17	±27
Speak English less than "very well"	60	±86
Vietnamese:	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Tagalog (incl. Filipino):	0	±21
Speak English "very well"	0	±21
Speak English less than "very well"	0	±21
Other Asian and Pacific Island languages:	122	±102
Speak English "very well"	51	±60
Speak English less than "very well"	71	±84
Arabic:	108	±119
Speak English "very well"	70	±74
Speak English less than "very well"	38	±45
Other and unspecified languages:	71	±76
Speak English "very well"	71	±76
Speak English less than "very well"	0	±21



**D.P.U.**  
**Exhibit 1 – Att. D-1: Limited English Language Residents**  
**Municipality: Easthampton**  
**Consultant: Good Energy**  
**Page #: 3 of 3**  
**Date: May 29, 2024**

Data accessed November 20, 2023 at <https://mass-eoea.maps.arcgis.com/apps/webappviewer/index.html?id=dfdfbf9c109647fc9601f7524c1fd9f4>

