

EXHIBIT 3:
Supporting Documentation

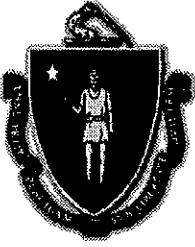
EXHIBIT 3, ATTACHMENT A:
Certified Vote to Pursue Aggregation

Not Applicable for a Revised Municipal Aggregation Plan

EXHIBIT 3, ATTACHMENT B:

Department of Energy Resources

Consultation Letter



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114
Telephone: 617-626-7300
Facsimile: 617-727-0030

Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Kathleen A. Theoharides
Secretary

Patrick Woodcock
Commissioner

VIA ELECTRONIC MAIL

September 21, 2020

Jay Green
Town Administrator
8 Park Street
2nd Floor
Adams, MA 01220
jgreen@town.adams.ma.us

Town of Adams Amended Municipal Load Aggregation Plan

Dear Mr. Green:

I am writing to inform you that the Town of Adams has completed its consultation with the Department of Energy Resources ("DOER"), pursuant to G.L., c.164, § 134(a) in the development of its Amended Municipal Load Aggregation Plan, detailing the process and consequences of aggregation ("Aggregation Plan").

After examination of the Town of Adams's proposal, the DOER, on August 25, 2020, conducted a meeting by way of a conference call with: Deb Dunlap and Jay Green representing the Town of Adams, and Denise Allard and Mark Cappadona for Colonial Power Group, Inc. ("Colonial Power"). In performing its review and in connection with these discussions, the DOER has provided technical assistance consistent with our charge under G.L. c.25A, § 6(11).

The DOER attests to the good faith effort made by Town of Adams and Colonial Power in the consideration of this undertaking; the communications it has conducted with the Town of Adams's electric distribution company, National Grid; the development of a market-ready Energy Supply Agreement with licensed competitive suppliers; and the communications that have occurred with the DOER. Our exchange of views has reached a satisfactory conclusion.

The DOER is satisfied that the Town of Adams and Colonial Power are undertaking this effort with realistic expectations of the municipal benefits that may accrue to future Aggregation Plan subscribers. Similarly, we recognize the commitment of the Town of Adams as it seeks to bring value to the community through this public aggregation.

Sincerely,

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

Brian Sullivan
Director
Green Communities Division

cc: Deb Dunlap, Town of Adams
Denise Allard, Colonial Power Group, Inc.
Mark Cappadona, Colonial Power Group, Inc.
Joanne Bissetta, DOER

EXHIBIT 3, ATTACHMENT C:

Municipal Meeting Minutes

Not Applicable for a Revised Municipal Aggregation Plan

EXHIBIT 3, ATTACHMENT D:
Public Review and Comment Period

**TOWN OF ADAMS
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

PUBLIC REVIEW AND COMMENT PERIOD

PREPARED BY

COLONIAL POWER GROUP, INC.

PUBLIC REVIEW PERIOD:

APRIL 27, 2020 – PRESENT

The Town made the amended Aggregation Plan available for public review in the location(s) listed below.

- Town's website under News & Announcements and on the Town Clerk page (<https://www.town.adams.ma.us/>).

Due to COVID-19, Town Hall was closed to the general public on March 17, 2020. The Town intends to make a paper copy of the amended Aggregation Plan available for public review at the Town Clerk's office once Town Hall is able to reopen.

PUBLIC COMMENT PERIOD:

APRIL 27 – MAY 15, 2020

The Town accepted written comments on the amended Aggregation Plan. Any person who desired to do so was invited to submit comments either by e-mail or by postal mail.

WEBSITE POSTING:

SEE PAGES 3-5

The Town has provided a screenshot of the amended Aggregation Plan as posted on its website in the location(s) listed above.



Search



Town of Adams MASSACHUSETTS

[Home](#) [Discover Adams](#) [Government](#) [Community](#) [Stormwater Management Program](#)

Find it FAST

Town Resource Center

 Pay Bills Online	 Forms & Documents
 Minutes & Agendas	 Online Permitting
 Transfer Station	 Town Code
 Hours	 Reverse911 Get It Now

[COVID-19 Information](#) [Read more](#)

[Town Calendar](#) [Town News](#) [Construction Updates](#)

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Upcoming Events

- Invitation for Bids - 65 Park Street, Adams
April 23, 2020 - 4:00pm
- Community Choice Power Supply Program
Aggregation Plan
April 27, 2020 - 9:00am
- Adams Retirement Board Meeting
April 27, 2020 - 2:00pm
- Adams Retirement Board Public Hearing
April 27, 2020 - 2:10pm
- Community Choice Power Supply Program
Aggregation Plan
April 28, 2020 - 9:00am

[All upcoming events.](#)

[All upcoming events.](#)



Town of Adams, MA
8 Park St, Adams, MA 01220
PH: (413) 743-8300

[Website Disclaimer & Privacy Statement](#)

[Government Websites by CivicPlus](#)

[Login](#)



Search



Town of
Adams
MASSACHUSETTS

[Home](#) [Discover Adams](#) [Government](#) [Community](#) [Stormwater Management Program](#)

Find it FAST

Home



Community Choice Power Supply Program Aggregation Plan

Event Date: Monday, April 27, 2020 - 9:00am

[community_choice_power_supply_program_aggregation_plan.pdf](#) [adams_-_ngrid_aggregation_plan_v2_002.pdf](#)



Town of Adams, MA
8 Park St, Adams, MA 01220
PH (413) 743-8300

[Website Disclaimer & Privacy Statement](#)

[Government Websites by CivicPlus®](#)

[Login](#)



Town of Adams • Massachusetts 01220

JAY R. GREEN
Town Administrator

ADAMS TOWN HALL
8 PARK STREET, RM 210
TEL. (413) 743-8300 x170
FAX (413) 743-8316

Adams Officials Have Released the Town's Revised Community Choice Power Supply Program Aggregation Plan

On October 14, 2015, the Town of Adams filed with the Department of Public Utilities (DPU) a petition for approval of its Aggregation Plan pursuant to M.G.L. c. 164, § 134. The DPU docketed the Town's original petition as D.P.U. 15-69. On December 29, 2015, the DPU issued an Order approving the Town's Aggregation Plan, concluding that it was consistent with the requirements established in M.G.L. c. 164, § 134. Under the Town's existing Aggregation Plan, the Town has established a Community Choice Power Supply Program in which the Town aggregates the load of electric consumers located within the Town's borders in order to procure competitive supply of electricity for Program participants. Eligible consumers are automatically enrolled in the Program unless they choose to opt-out. The Town retained Colonial Power Group, Inc. (CPG) as a consultant to assist in the design, implementation, and administration of the Plan and Program.

The Town of Adams' revised Aggregation Plan remains consistent with the requirements of M.G.L. c. 164, § 134. The revised Plan addresses the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants. The revised Plan, similar to other Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the objectives of the Town. Pursuant to the DPU's Order in D.P.U. 14-100, *City of Lowell's Revised Municipal Aggregation Plan* (March 2, 2015), the Town has distributed the revised Plan for public review prior to submitting it to the DPU.

Basic Service rates change twice a year or more, depending on rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid Basic Service. However, such savings and future savings cannot be guaranteed. Click [here](#) to read the Town of Adams' Aggregation Plan.

Public Review and Comment Period

The Town of Adams' Aggregation Plan is available for public review and comment from **Monday, April 27, 2020, at 9 a.m. through Friday, May 15, 2020, at 5:00 p.m.**

Any person who desires to comment may submit written comments using one of the following methods: (1) by e-mail to jgreen@town.adams.ma.us; or (2) by postal mail Jay R. Green, Town Administrator, 8 Park Street, Adams, MA 01220. Any questions pertaining to this should be directed to Jay Green, Town Administrator at (413) 743-8300 ext. 170.

Comments must be clearly marked **Town of Adams' Aggregation Plan** and must be received (not postmarked) by the end of the comment period in order to be addressed.

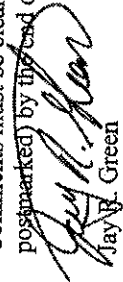

Jay R. Green

EXHIBIT 3, ATTACHMENT E:
Public Review Announcements

**TOWN OF ADAMS
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

PUBLIC REVIEW ANNOUNCEMENTS

PREPARED BY

COLONIAL POWER GROUP, INC.

PUBLIC REVIEW ANNOUNCEMENT:

SEE PAGE 3

The Town has provided a copy of the announcement that accompanied the amended Aggregation Plan when it was posted for public review. [See Exhibit 3, Attachment D for location(s).]

Colonial Power Group, Inc. prepared the initial draft of the announcement which was later reviewed and accepted by Town officials.

BOARD OF SELECTMEN AGENDA:

SEE PAGE 4

The amended Aggregation Plan was listed on the agenda for the Town's Board of Selectmen meeting on **June 3, 2020**, at which the Board of Selectmen voted and affirmatively approved the Aggregation Plan. [See Exhibit 3, Attachment F for certified meeting minutes.]



Town of Adams • Massachusetts 01220

JAY R. GREEN
Town Administrator

ADAMS TOWN HALL
8 PARK STREET, RM 210
TEL. (413) 743-8300 x170
FAX (413) 743-8316

Adams Officials Have Released the Town's Revised Community Choice Power Supply Program Aggregation Plan

On October 14, 2015, the Town of Adams filed with the Department of Public Utilities (DPU) a petition for approval of its Aggregation Plan pursuant to M.G.L. c. 164, § 134. The DPU docketed the Town's original petition as D.P.U. 15-69. On December 29, 2015, the DPU issued an Order approving the Town's Aggregation Plan, concluding that it was consistent with the requirements established in M.G.L. c. 164, § 134. Under the Town's existing Aggregation Plan, the Town has established a Community Choice Power Supply Program in which the Town aggregates the load of electric consumers located within the Town's borders in order to procure competitive supply of electricity for Program participants. Eligible consumers are automatically enrolled in the Program unless they choose to opt-out. The Town retained Colonial Power Group, Inc. (CPG) as a consultant to assist in the design, implementation, and administration of the Plan and Program.

The Town of Adams' revised Aggregation Plan remains consistent with the requirements of M.G.L. c. 164, § 134. The revised Plan addresses the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants. The revised Plan, similar to other Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the objectives of the Town. Pursuant to the DPU's Order in D.P.U. 14-100, *City of Lowell's Revised Municipal Aggregation Plan* (March 2, 2015), the Town has distributed the revised Plan for public review prior to submitting it to the DPU.

Basic Service rates change twice a year or more, depending on rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid Basic Service. However, such savings and future savings cannot be guaranteed. Click [here](#) to read the Town of Adams' Aggregation Plan.

Public Review and Comment Period

The Town of Adams' Aggregation Plan is available for public review and comment from **Monday, April 27, 2020, at 9 a.m. through Friday, May 15, 2020, at 5:00 p.m.**

Any person who desires to comment may submit written comments using one of the following methods: (1) by e-mail to jgreen@town.adams.ma.us; or (2) by postal mail Jay R. Green, Town Administrator, 8 Park Street, Adams, MA 01220. Any questions pertaining to this should be directed to Jay Green, Town Administrator at (413) 743-8300 ext. 170.

Comments must be clearly marked **Town of Adams' Aggregation Plan** and must be received (not postmarked) by the end of the comment period in order to be addressed.


Jay R. Green

SELECTMEN'S MEETING
TOWN HALL, 8 PARK STREET, ADAMS, MA 01220
1st Floor, Board of Selectmen Meeting Room
Wednesday, June 3, 2020 at 7:00 p.m.

AGENDA

**Amended from Agenda Posted May 28, 2020 12:39 p.m.*

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. REORGANIZATION OF THE BOARD
4. APPROVAL OF MINUTES
 - A. *May 7, 2020*
 - B. *May 13, 2020*
5. PUBLIC COMMENT:

Join Zoom Meeting:
<https://zoom.us/j/99531733181?pwd=V0t5TWtsSUJF4aUjRlbnZlcnNlbnVldz09>,
Meeting ID: 995 3173 3181, Password: BOS0603

Dial by Telephone: (929) 436 2866, Meeting ID: 995 3173 3181, Password: 570403
6. OLD BUSINESS
 - A. Approval of Revised Community Choice Power Supply Program Aggregation Plan
 - B. FY21 Budget Process Update and Action
7. NEW BUSINESS
 - A. COVID-19/Town Operations Update
 - B. Approval of Town Meeting Warrant
 - C. Set Annual Transfer Station Fees for Fiscal Year 2021
 - D. Ratification of DPW Seasonal Laborers: Mike Durant, David Holt, Shawn Marko
 - E. Approval of Job Description: DPW Working Foreman – Highway
 - F. Tag Sales
8. DEPARTMENT REPORTS
 - A. Town Administrator
 - B. Town Counsel
9. SUBCOMMITTEE AND LIAISON REPORTS
10. ANNOUNCEMENTS AND GOOD OF THE ORDER
11. EXECUTIVE SESSION
 - #3. *To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;*
12. ADJOURNMENT

RECEIVED-POSTED

20 JUN -2 AM 9:14

TOWN CLERK
ADAMS MASS.

TOWN CLERK

EXHIBIT 3, ATTACHMENT F:
Municipal Approval of Aggregation Plan
(certified minutes)



Town of Adams Massachusetts 01220-2087

BOARD OF SELECTMEN

TOWN HALL BUILDING
8 PARK STREET

Wednesday, June 3, 2020, 7:00 p.m.
Meeting Minutes

CALL TO ORDER: On the above date the Board of Selectmen held a meeting on the first floor of Adams Town Hall. It was announced that Board of Selectmen Vice Chairman Bush, Members Nowak, Blanchard and Duval, were attending the meeting remotely for COVID-19 emergency purposes under 9410 CMR 29.10(5). The meeting was called to order at 7:00 p.m. by Town Administrator Green. Present in the room were Town Administrator Green, Board of Selectmen Chair Hoyt, Vice Chairman Bush, Members Duval, Blanchard and Nowak.

Town Administrator Green advised that "pursuant to Governor Baker's March 12, 2020 *Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18*, and the Governor's March 15, 2020 Order imposing strict limitations on the number of people that may gather in one place, this meeting of the Town of Adams Board of Selectmen is being conducted via remote participation. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings as provided for in the Order. A reminder that persons who would like to view this meeting while in progress may do so by tuning into Channel 1303, thank you to Northern Berkshire Community Television OR by calling (929) 436-2866, Meeting ID: 995 3173 3181, Password: 570403.

Asked for brief moment of silence for pandemic, challenges of first responders and challenges faced by the nation.

The Pledge of Allegiance was recited.

REORGANIZATION OF THE BOARD: *Town Administrator Green* advised he opened the meeting for the Reorganization of the Board and recognized the national upheaval. *Member Hoyt* advised she would like to continue on as the Chair as we are still in the Pandemic, and in the midst of reopening the businesses. *Motion made by Member Blanchard to nominate Christine Hoyt for Chair, second by Vice Chairman Bush. Abstention by Member Hoyt. Voted in favor by Members Bush, Duval, Blanchard and Nowak. Motion passed. Motion made by Member Duval to nominate Jim Bush for Vice Chair, second by Member Blanchard. Abstention by Member Bush. Voted in Favor were Chairman Hoyt, Members Duval, Blanchard and Nowak. Motion passed.*

APPROVAL OF MINUTES: The meeting minutes for May 7, 2020 and May 13, 2020 were submitted for approval. *Motion made by Member Blanchard to waive reading and approve the meeting minutes for May 7, 2020 and May 13, 2020 as submitted, second by Vice Chairman Bush. Vote: unanimous.*

PUBLIC COMMENT:

Join Zoom Meeting: <https://zoom.us/j/99531733181?pwd=V0t5YkVhSUZlYU41Rl9yN2N0c0RlY0Zkdz09>
Meeting ID: 995 3173 3181, Password: BOS0603; Dial by Telephone: (929) 436 2866, Meeting ID: 995 3173 3181, Password: 570403.

RECEIVED-POSTED
20 JUN 03 AM 10:56
CLERK
OF MASS.

OLD BUSINESS

Approval of Revised Community Choice Power Supply Program Aggregation Plan: *Town Administrator Green* reviewed the changes to the Aggregation Plan to allow for the opt-in plan. The Towns in the aggregation were listed. A review of how citizens can opt in was outlined. **Motion made by Vice Chairman Bush to approve the aggregation plan as revised, second by Member Blanchard. Vote: unanimous. Motion passed.**

FY21 Budget Process Update and Action: *Town Administrative Green* outlined three ways to approach the budget process. One way outlined was to make cuts now. Another option was to move forward knowing the budget will need to be cut. A third option is possibly the best course of action and providing a 1/12 budget which would allow the Town to spend each month the amount of money based on last year's budget. This option would have to be approved by the Department of Revenue and capital repair and project work will not be able to be done. The Town would also not be able to have discretionary spending. It was estimated that half of the communities are choosing this method of going forward. School District assessments were reviewed and need to be considered in the current fiscal situation. If passed the budget will be retroactive to July 1st. It was explained that all options had been considered at length and Town Counsel is on board. It was pointed out that time was spent on arrangements for Town Meeting to be outside. *Member Nowak* inquired about budget sub-committee meetings to review the data. It was explained that personnel and services were reviewed with the Town Administrator and Town Accountant and if this information was discussed in a public meeting it would instill fear in the employees and citizens. Board Members were invited to review the data individually with the Town Administrator. Open Meeting Law was discussed and concern was expressed about it not being a democratic process if Selectmen are not able to review what is being cut. It was clarified that throughout the process questions about the budget were reviewed and because the data is not known it was appropriate for cuts to be ready to be presented for recommendation when ready. It was explained that some information from the school districts was received on Monday which solidified the 1/12 recommendation for approval. Board Members individually gave supportive thoughts to adopting the 1/12 budget plan but concern was expressed about contracts and other items where costs have just increased. Some large purchases from the budget were briefly discussed. Department Heads will be working on their month to month budgets. It was explained by the Town Moderator and Town Clerk that Town Meeting Members expressed they are not willing to attend if COVID-19 is still a factor. Verification of the process was requested and a Department of Revenue bulletin was referenced. Town Counsel pointed out that the Town Meeting Warrant has not been approved. **Motion made by Vice Chairman Bush to go forward with a 1/12 Budget Plan, second by Member Duval. Vote: Unanimous. Motion passed.**

NEW BUSINESS

COVID-19/Town Operations Update: *Town Administrator Green* advised he is collaborating with North Adams and Cheshire to be consistent with changes. He noted a possibility of curbside service for the Library. He explained that he does not expect any significant changes through June and is looking at furloughed staff. He recommended the businesses and citizens look at the ReopeningMassachusetts.gov website for the best source for information and guidance. He pointed out that Phase II is imminent and he anticipates that restaurants will have outdoor table dining and curbside service. Inspectional Services is reviewing procedures and parameters for this. He noted that the Town will approve and establish what has not yet been permitted. He explained there is not a bylaw for outside seating and the Board will be approving the process for this. Liability issues for the use of a Town sidewalk or property was noted. This process will be expedited so the Town can move forward. The Board of Selectmen will meet on Monday to review the process on opening outdoor dining and alcohol service expected Tuesday or Wednesday of next week. It was explained that the Town is allowing a business to utilize Armory Court. Any permitted outdoor dining will have an expiration date of November 1st. It was pointed out that a few restaurants will not be able to have outdoor dining due to their property situations. *Member Duval* advised that youth sports are limited it was explained that though the state says youth sports can carefully go forward it may not be the best situation for the local community. Concern was expressed about conflicting information that has been given about touching the ball, practice and drills.

Playground concerns were noted as well as far as sanitation and the items that are a priority for DPW staff. If playgrounds open up they will be tasked with sanitizing playground equipment.

Approval of Town Meeting Warrant: Motion made by Vice Chairman Bush to table the Approval of the Town Meeting Warrant, second by Member Duval. Vote: Unanimous. Motion passed.

Set Annual Transfer Station Fees for Fiscal Year 2021: DPW Director Tober and Treasurer/Collector Rice addressed the fees for Transfer Station stickers and bag tags. It was explained that the Town of Adams is a member of Northern Berkshire Solid Waste Management District (NBSWMD), which negotiates rates for the Transfer Station. The economic downturn due to the pandemic was noted and the Town was in the middle of negotiations of the contract. DPW Director Tober provided 2019 data and the charges associated with the operations of the Transfer Station. Tonnage rates and recycling costs were reviewed and challenges faced with cutting costs were outlined. The current permit cost is \$50 and a brief comparison of costs associated with other towns was made. He explained that he is not making a recommendation to increase to \$75. Treasurer/Collector Rice gave her opinion that if the fee did go up to \$75 she would recommend giving 5 bag tags with each sticker to encourage those using the Transfer Station just for recycling to use it for trash as well. She noted that this would help to increase sales as well for trash removal and stickers. Board Members noted that North Adams takes mattresses and other items for \$85. A recommendation was made to leave it for the fiscal year until it is known what the budget will be. Concern was expressed about raising the fee to \$75 and then possibly having to raise it again. It was noted that the contract is pushed out to September 30th. The total cost to operate the Transfer Station was reviewed and it was explained that there is a revolving account which is funded by bag sales and scrap metal that helps to pay for it. Concern was expressed that after looking at numbers provided by Ms. Cernik if the Board holds off on setting the rate people will buy permits now and funds will not be recovered and the Town may not be able to afford it and have to close transfer station. It was noted that the Transfer Station is something the Town does for the people as a service. Consideration was given to raise the rate to \$75 and it was noted that Cheshire's rate is \$100 for the fiscal year. It was explained that the revolving fund was spent down for the majority of the FY20 budget. Funds were analyzed for the possibility of leaving the rate at \$50 and increasing it in September or October and whether this was financially doable. It was pointed out that without knowing what the new contract is yet it may not be advisable to increase the rate yet. The North Adams CHARM program and what could be dropped off were outlined. It was pointed out that without further data it would not be well received if there is an increase that has to be increased again. Installation of cameras, Brush acceptance and removal were briefly discussed. **Motion made by Member Blanchard to increase the Transfer Station sticker to \$75 to include 5 bag tags effective the next fiscal year, second by Member Nowak. Voted in opposition were Vice Chairman Bush and Member Duval. Voted in favor were Chairman Hoyt, Members Blanchard and Nowak. Motion made by Member Blanchard to set the additional car sticker at \$10 and for the cost of bag tags to stay same, second by Vice Chairman Bush. Vote: unanimous. Motion passed.**

Ratification of DPW Seasonal Laborers: Mike Durant, David Holt, Shawn Marko. Chairman Hoyt read the letter from Town Administrator Green recommending ratification. **Motion made by Member Nowak to ratify Mike Durant, David Holt, and Shawn Marko to the positions of Seasonal Laborers, second by Vice Chairman Bush. Vote: Unanimous.**

Approval of Job Description: DPW Working Foreman -- Highway. Community Development Director Cesan explained that she had worked on updating job descriptions that were vague and had limited detail. She noted that the intent of the overall effort was to make sure that job descriptions reflected what individuals actually do. DPW Director Tober explained that there is a Working Foreman for the Cemeteries, Parks and Grounds already and there is a need for one for Highway. Brief discussion took place regarding the need for communication between DPW staff. The unacceptable status of the cemeteries for Memorial Day noted and there are usually seven or more Seasonal Laborers to handle that work but due to the Covid-19 situation they were not on board. It was noted that the intent was for Parks and Grounds staff to spend less time on the fields and shift to cemeteries but Seasonal Laborers were still needed. It was pointed out that the Town may not be able to maintain the current infrastructure and the budget amount for Seasonal Laborers needed to be reviewed.

Motion made by Member Duval to remove the Approval of the DPW Working Foreman – Highway job description from the table, second by Member Blanchard. Vote: unanimous. Motion passed. Motion made by Member Blanchard to approve the DPW Working Foreman – Highway job description as presented by the Personnel Sub-Committee, second by Vice Chairman Bush. Vote: unanimous. Motion passed. It was clarified that the position is not filled but was budgeted for the year and could be posted and filled and it would not change the head count of the department.

Tag Sales: Chairman Hoyt noted that there have been a number of phone calls asking for tag sale permits and the Town is still dealing with the health crisis. Treasurer-Collector Rice asked for guidance on whether to move forward with the Town Wide Tag Sale in August. Motion made by Member Nowak to forego the allowance of Tag Sales to include the Annual Town Wide Tag Sale due to the pandemic, second by Vice Chairman Bush. Vote: unanimous. Motion passed.

DEPARTMENT REPORTS

Town Administrator: There was no further report given.

Town Counsel: Town Counsel St. John III advised since his last report he spoke with a bankruptcy trustee and attended a bankruptcy meeting with the trustee concerning MJD. He reported he prepared for an oral argument scheduled for tomorrow before the Massachusetts Appeals Court via zoom concerning the Gaines case. He responded to an inquiry regarding the legality of tag sale permits. He reviewed and commented on the latest draft of the tobacco regulations. He researched and provided comment concerning the Town's budgetary options. He responded to two open meeting law questions. He reviewed and commented on a public records request and attended and participated in a Board of Health meeting. Chairman Hoyt updated the Board that David Rhoads is the new Chair of the Board of Health.

SUBCOMMITTEE AND LIAISON REPORTS: *Vice Chairman Bush advised that he met with Casella Waste and discussed the Northern Berkshire Solid Waste Management District contract which was drafted with Casella. He announced that June 27th is the Bulky Waste Collection. He pointed out that the Food Bank put on by the Council on Aging was a success. He advised he attended the Prudential Committee where water overheating was discussed. He reported that the Banners for fallen heroes are out for approval. Member Nowak advised there was a MS4 webinar and they reviewed and revamped the language on it. He noted that most of the questions were from developers and there were modifications regarding the money involved.*

ANNOUNCEMENTS AND GOOD OF THE ORDER: *Chairman Hoyt reported there was a CDBG Covid-19 public hearing on Monday that went well. Follow ups with information on it with businesses defined as micro enterprises will be going out shortly. A letter was note as having been received to thank the Town for reinstating small parades for loved ones in the community. Praise was given to Police Officers Dabrowski, Cunningham and Morse as well as firefighters, ambulances and forest wardens who participated.*

EXECUTIVE SESSION

#3. To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares;

At 9:29 Motion made by Member Blanchard to enter into Executive Session for Reason #3 as read aloud, second by Vice Chairman Bush. Roll Call Vote: Chairman Hoyt, Vice Chairman Bush, Members Blanchard, Duval and Nowak. Motion passed.

Minutes were taken by someone other than the Administrative Assistant for the Executive Session.

Respectfully Submitted by Deborah J. Dunlap,
Recording Secretary

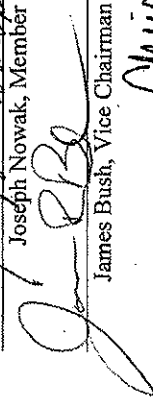


Joseph Nowak, Member

John Duval, Member



Richard Blanchard, Member



James Bush, Vice Chairman



Christine Hoyt, Chairman

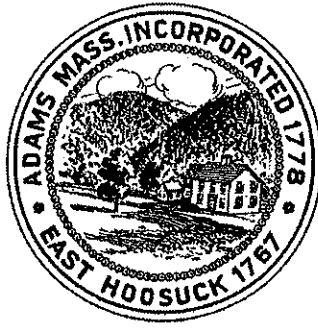
EXHIBIT 3, ATTACHMENT G:
Public Comments and Responses

No Public Comments Were Received

EXHIBIT 3, ATTACHMENT H:

Municipal Aggregation Plan

(as posted)



**TOWN OF ADAMS
COMMUNITY CHOICE POWER SUPPLY PROGRAM
AGGREGATION PLAN**

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

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

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 8,400 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each consumer. Consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

TABLE OF CONTENTS

1.	The Process of Municipal Aggregation	1
2.	Adams' Community Choice Power Supply Program	
2.1	Organizational Structure	2
2.2	Operational Levels	2-4
2.3	Operations	4
2.4	Staffing and Manpower.....	4-5
3.	Product Offerings	
3.1	Standard Product.....	5
3.2	Optional Product	6
4.	Funding	6
5.	Activation and Termination	
5.1	Activation.....	6-10
5.2	Termination.....	10
6.	Methods for Entering and Terminating Agreements	11
7.	Rate Setting, Costs, and Billing	
7.1	Rate Setting.....	11-12
7.2	Costs.....	13
7.3	Billing	13-14
8.	Universal Access.....	14-15
9.	Equitable Treatment of Ratepayers.....	15
10.	Reliability.....	15
11.	Rights and Responsibilities of Participants	
11.1	Rights	16
11.2	Responsibilities.....	16
12.	Benefits of Municipal Aggregation	
12.1	Participation in Competitive Market.....	16
12.2	Selection of Alternate Supplier	16
12.3	Indemnification and Risk Associated with Competitive Market.....	16-17
12.4	Other Protections	17
13.	Requirements Concerning Aggregated Service	17

REQUIREMENTS FOR MUNICIPAL AGGREGATION

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

1 THE PROCESS OF MUNICIPAL AGGREGATION

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

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

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

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

2 ADAMS' COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Adams' Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

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

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a five person Board of Selectmen. Daily operations are overseen by a Town Administrator. Town elections are held the first Monday in May.

The Board of Selectmen is composed of five members elected for three year terms. They meet every first and third Wednesday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter. The operational role of the Town and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

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

2.2.1 Level One: Consumers

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

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

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

2.2.2 Level Two: Board of Selectmen

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Administrator

The Town Administrator carries out the collective decisions and instructions of the Board of Selectmen and participating consumers.

2.2.4 Level Four: Consultant

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

This administrative support includes:

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

2.2.5 Level Five: Competitive Suppliers

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

2.3 OPERATIONS

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

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

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

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

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

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Board of Selectmen.

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

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

3 PRODUCT OFFERINGS

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

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

3.1 STANDARD PRODUCT

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

3.2 OPTIONAL PRODUCT

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

4 FUNDING

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

5 ACTIVATION AND TERMINATION

5.1 ACTIVATION

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

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

Each of these steps is described as follows:

5.1.1 Approval of Plan by Department

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

5.1.2 Acceptance of ESAs by Town Administrator

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

5.1.3 Signing of ESA by Town Administrator

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

5.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will provide the Competitive Supplier and the Consultant with a list of eligible consumers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that only eligible consumers are enrolled. Only current eligible consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. In doing so, the Town will clearly disclose in any notifications that such consumers may be subject to penalties or early termination fees if they switch from competitive service to the Town's Program during a competitive supply contract term. Prior to issuance, the Town shall provide the Department with a copy of any notice it proposes to send to competitive supply consumers for the purpose of notifying such consumers of their eligibility to receive power from the Town's Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

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

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

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of NGRID's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

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

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

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of receipt
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with NGRID
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 37 days after mailing the opt-out notice and two full business days before the meter read.

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

The procedures described above may also be found in NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time.

5.1.5 Notification of NGRID

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

5.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID's Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1421, participating residential consumers will be transferred to NGRID's Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out

may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1420, as amended or superseded from time to time. [See Section 8 for further information.]

5.1.7 Transfer of Participating Consumers to Competitive Supplier

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

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

5.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Board of Selectmen and Town Administrator to dissolve the Program.

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

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

6 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

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

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

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

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

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

7 RATE SETTING, COSTS, AND BILLING

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

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services

shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

7.1 RATE SETTING

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

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

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

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

If there is a change in law² that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the Town will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the Town will notify participating consumers of the change in price by issuing a press release and posting a notice in Town Hall and on the Program's website.

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

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

7.2 COSTS

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

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

7.3 BILLING

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

The typical residential "complete bill" for use of 600 kWh shows the following charges for NGRID's Basic Service in November 2019:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1 Residential)		
Customer Charge		\$ 7.00
Distribution Charge	\$0.07411	\$ 44.47
Transition Charge	(\$0.00086)	(\$ 0.52)
Transmission Charge	\$0.03130	\$ 18.78
Energy Efficiency Charge	\$0.01805	\$ 10.83
Renewable Energy Charge	\$0.00050	\$ 0.30
Distribution Solar Charge	\$0.00356	\$ 2.14
Total Delivery Services		\$ 83.00
Supply Services Detail (Rate: Basic Service)		
Electric Supply Services	\$0.13957	\$ 83.74
Total Supply Services		\$ 83.74
Average Bill Total		\$ 166.74

Sources: <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>
<https://www.nationalgridus.com/MA-Home/Rates/Service-Rates>

Accessed: November 1, 2019

8 UNIVERSAL ACCESS

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

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

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

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

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

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

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

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

9 EQUITABLE TREATMENT OF RATEPAYERS

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

10 RELIABILITY

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

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

11 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

11.1 RIGHTS

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

11.2 RESPONSIBILITIES

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

12 BENEFITS OF MUNICIPAL AGGREGATION

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

12.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

12.2 SELECTION OF ALTERNATE SUPPLIER

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

12.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to

minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

12.4 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

13 REQUIREMENTS CONCERNING AGGREGATED SERVICE

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

EXHIBIT 3, ATTACHMENT I:
Marketing and Informational Materials

Not Applicable for a Revised Municipal Aggregation Plan