



**Town of West Newbury
Select Board
Monday, July 10, 2023 @ 5:30pm
381 Main Street, Town Office Building
www.wnewbury.org
AGENDA**

REC'D W. NEWBURY CLERK
108 JUL 8 PM 2023

Executive Session: 5:30pm in 1910 Building, 381 Main Street: Town Manager's office

- ❖ MGL Ch. 30A §21(a) 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 (*Police Union*);
- ❖ MGL Ch. 30A §21(a) 6: To consider the purchase, exchange, lease or value of real property if the chair declares that an open meeting may have a detrimental effect on the negotiating position of the public body (*31 Dole Place*);
- ❖ MGL Ch. 30A §21(a) 2: To conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel (*DPW staffing structure; Select Board personnel evaluations*);
- ❖ MGL Ch. 30A §21(a) 7: To comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements (*Elliot Fund*).

The Board may take a brief recess between the Executive Session and the Open Session beginning at 7 PM.

Open Session: 7:00pm by in-person attendance or remote participation (instructions below)

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- West Newbury Historical Commission Tales of Our Town, July 2023 – “The West Newbury Cadet Band”
- 2023 Summer Bandstand Concert Series – Thursdays at 6:30pm – list of performers located on Town website
- Call for volunteers! FY24 positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business

- A. Request for appointment of Julianne Ruscio to Council on Aging
- B. Request for reappointment of Walter Burmeister to the Finance Committee
- C. Requests for Special Event permits
 - a. Apple Harvest Road Race – Oct. 15, 2023 from 8am-3pm – *West Newbury PTO*
 - b. Harborside Half Marathon and 5K – Nov. 12, 2023 from 9am-1pm – *Loco Sports*
- D. Review of draft Municipal Energy Aggregation Plan and vote to post for public comment – *Denise Allard and Mark Cappadona, Colonial Power Group, Inc.*
- E. Review of proposed FY23 Line Item Transfer requests
- F. Discussion of Short Term Rental bylaw
- G. Review of draft questionnaire to Boards / Commissions / Committees
- H. Review of Elliot Fund draft program summary; update on work to create draft loan application
- I. DPW structure – review of proposal to restructure staffing in department
- J. Referral to public hearing: proposed amendment to Personnel Policy, Sec. 5.7 Jury Duty Leave
- K. Acknowledgement of receipt of Ethics Disclosure from Town Manager regarding proposed appointment (as a Groveland resident) to Groveland Economic Development Committee
- L. Meeting minutes: Feb. 13, 2023; Feb. 27, 2023; March 29, 2023; June 26, 2023

Town Manager Updates

- M. Update from initial mtg w/Weston & Sampson re Dole Place review
- N. Update from Planning Board housing opportunities session held on June 27th
- O. Procurement updates
- P. Updates on other ongoing/active projects/initiatives
- Q. Follow up meeting assignment; placing items for future agendas

Addendum to Meeting Notice regarding Remote Participation

Public participation in this meeting of the West Newbury Select Board will be available via remote participation. For this meeting, members of the public who wish to listen to the meeting may do so in the following manner:

Zoom Meeting

Phone: (646) 558 8656
Meeting ID: 833 5211 1976
Passcode: 954242

Join at: <https://us06web.zoom.us/j/83352111976?pwd=YmllLd0c4UHBoQmVxV0lrNCs0UHBDZz09>

Every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means. In the event that we are unable to do so, despite best efforts, we will post on the West Newbury website an audio or video recording of proceedings as soon as practicable after the meeting.

The West Newbury Cadet Band: Enlivening the Occasion at the Turn of the 20th Century

From 1894 to around 1905, the West Newbury Cadet Band “[enlivened the occasion](#)” be it a summer’s church lawn party or a winter’s masquerade ball. Comprised primarily of a core group of brass, woodwind, and drum players from West Newbury, the band also included an occasional violin or banjo as well as musicians from neighboring towns. It was a for-fee venture of some 18 to 25 fellows whose day jobs included farming and shoemaking.

In an era when patriotism and parades were ascendant, wildly popular brass bands “[became the centerpieces](#) of parades, public events and social gatherings, including funerals [and] weddings.” Nowhere was this more true than in Massachusetts, where Irish-born band leader [Patrick Gilmore](#) helped launch the brass band movement in Boston and [Salem](#) in the 1850s. The bands’ popularity was cemented during the Civil War, when [association with a well-known band](#) became a means of attracting recruits. Nearly all regiments had a band, famous or not, generally dressed in [colorful uniforms](#) (often baby blue) so they would not get shot at. The bands’ role in the war was significant. [It was said that](#) “such music ... has revived the drooping spirits of many a weary soldier, or soothed the pain of many a wounded patriot.”

If a report in the *West Newbury Messenger* were to be believed, all might have benefited had the war’s conduct been left entirely in the hands of the brass bands. While the two armies were encamped across from each other at the Rappahannock “one morning the brass band of the northern troops played the national air, and all the northern troops cheered and cheered. Then on the opposite side ... the brass band of the Confederates played ‘My Maryland’ and ‘Dixie.’ But after awhile one of the bands struck up ‘Home, Sweet Home,’ and the band on the opposite side of the river took up the strain, when the tune was done the Confederates and Federals all together united as the tears rolled down their cheeks in one great huzza, huzza!”

The bands played on when musicians and soldiers returned home at the war’s end. Veterans’ organizations such as the Grand Army of the Republic met and marched to the tune of local cadet, cornet, and other military-style bands into the 20th century. Towns, factories, schools, clubs, and churches sponsored their own brass bands. Marching and fancy dress uniforms were essential parts of the act.

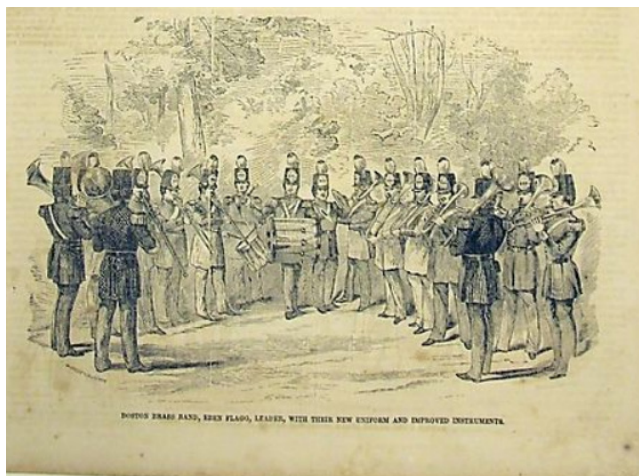
On [October 17, 1893](#), the West Newbury Cadet Band came into being under the tutelage of a Mr. Goodwin of Merrimac. In early January 1894, it was reported that officers had been elected and that the band was making fine progress and would soon be ready for concert engagements. By the end of January the band had “purchased suits which are quite attractive. They are made of blue material trimmed with gold braid and red wristbands.” The band was “in a [very flourishing condition](#) and their music [was] very fine” at its debut performance on February 23, 1894 at Town Hall.

In April of 1894 the West Newbury Cadet Band began marching drills under the supervision of Moses Stanwood, who had been a captain in the Mass. 19th Volunteer Regiment during the war and by then was active in the G.A.R. On Memorial Day it gave a concert at Post Office Square and “at each cemetery played appropriate music while the [G.A.R.] Post performed the duty of decorating the graves of fifty dead comrades.” In [August](#) the band launched its annual West Newbury day on the [steamer Merrimac](#), serenading day trippers coming and going. It closed out the year with a performance at the First Congregational Church’s Sunday school [Christmas festival](#).

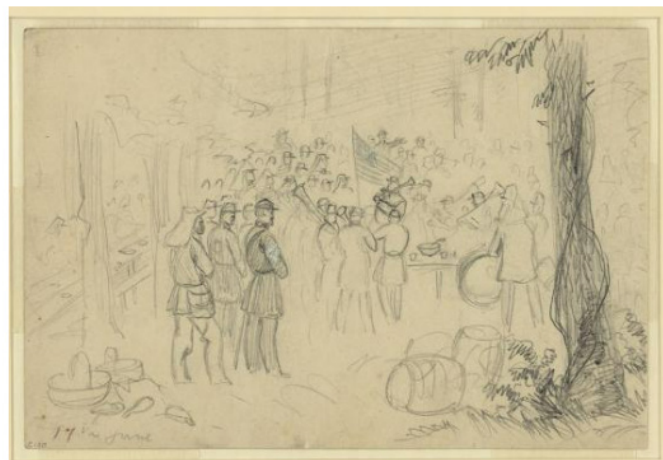
And so it continued through the 1890s and the 1900s. Concerts on the Training Field and in Town Hall were standard fare. The band sponsored [masquerade balls](#) at Town Hall in the depths of winter. It played for several years at [Byfield’s annual picnics](#) and appeared in [Rowley](#) for Memorial Day and [Newburyport](#) on the 4th of July. It was the first band in the first division of Newburyport’s 1895 [Knights of Pythias thousand-man parade](#). It was a “conspicuous feature” in the [Sound Money Parade](#) held in West Newbury in 1896. In [1897](#) one of its concerts at Town Hall also featured performances of seances, sleight of hand tricks, and club swinging culminating with “swinging lighted lanterns and burning Indian clubs.”

One of the band’s final reported engagements occurred in [October 1905](#), when it joined friends and family to serenade and celebrate First Parish newlyweds. “The party was headed by the West Newbury Cadet band and as they approached the house, the sound of familiar strains of ‘Marching Through Georgia’ fell upon the listening ear of the people.” Other bands came and went thereafter, but none the same as the West Newbury Cadet Band.

The West Newbury Cadet Band: Enlivening the Occasion at the Turn of the 20th Century



Boston Brass Band 9/20/1851 *Gleason's Pictorial Source: Pinterest.com*



Civil War musicians and bands served many roles, including performing for patriotic or celebratory events. In this sketch by Alfred Waud, musicians with the 5th Massachusetts Regiment play for a celebration of the battle of Bunker Hill for companies of the regiment from Charlestown. *Library of Congress*

Source [American Battlefield Trust](#)

WEST NEWBURY.

Captain Richard Newell and son Joseph left yesterday for New York, where the latter will take ship for a voyage to Japan.

The friends of the West Newbury Cadet Band wish the public to understand why there was no more music on Memorial Day, as many of the townspeople who subscribed towards the \$40 paid the band for their services on that day were disappointed at there being no more music on the street. The members of the band were perfectly willing to pay all day as far as they were concerned, but the commander of the post requested them not to play while going through the town, so there was only a short concert on Postoffice Square before the procession started, after it returned and one selection at each cemetery. The blame therefore cannot be laid to the band members.

The committee appointed at the last town meeting to investigate the project of cutting down Pipesave hill will go over the proposed route of the new road next Friday afternoon accompanied by Civil Engineer J. P. Titcomb of Amesbury. This committee is composed of the selectmen, together with Dr. Warren and M. M. Woods.

The W. N. Cadet Band has been engaged for the Farmers' Club fair next September and Representative William Cogswell has accepted an invitation to be present and speak.

Source: [6/7/1894 Newburyport Daily News](#)



Newburyport Parade, High & State Streets *Source: Museum of Old Newbury*

WEST NEWBURY SUMMER CONCERT SERIES

Every Thursday June 22nd-Aug 24th 6:30-8:00pm

RAIN OR SHINE

June 22nd Thomas Machine Works Band

June 29th The Coalboilers Band

July 6th Marjorie Senet and The Broken Home Boys

July 13th Professor Louie and The Crowmatix

July 20th The Nephrock! Allstars

July 27th Freevolt

Aug 3rd Jittery Jack and Amy Griffin

Aug 10th Liz Frame and The Kickers

Aug 17th Live Dead

Aug 24th Merrimack Valley Concert Band

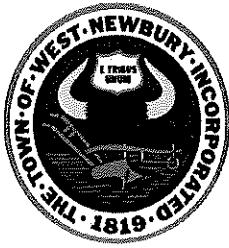
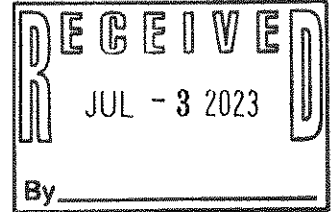
Location: Town Bandstand

381 Main Street, W. Newbury, MA 01985 (behind the Annex Building)

Food and Beverages available for purchase – Rain Shows in Annex Building

ALL SHOWS ARE FREE!

For more information visit www.wnewbury.org



Town of West Newbury Application for Appointment

For additional information please call 978-363-1100, ext. 115.

The Town appreciates your interest in serving. Please complete this form and return it to : Board of Selectmen, 381 Main Street, West Newbury, MA 01985 or email to: selectboard@wnewbury.org

Name: Julianne Ruscio

Address: [Redacted]
e-mail: [Redacted]
Mobile: [Redacted]

Board(s) or committee(s) you are interested in volunteering on:

C.O.A.

Current or past committees served on: N/A

Relevant skills, expertise and education: Marian Court College
Swampscott, Mass, graduate Exec. Secretarial;
Bookkeeping, income taxes, Microsoft word,
administrative assistant/receptionist, office manager,
organization, people person, like people 😊

All board or committee vacancies will be filled by citizens deemed most qualified to serve in a particular capacity. I also understand that in the event that I am appointed to a position, my activities will be governed by the Massachusetts Conflict of Interest Law, Open Meeting Law, Public Records Law, the Bylaws of The Town of West Newbury and all other applicable federal, state and local laws or regulations.

Signature: Julianne Ruscio

Date: 7/3/23

Board/Committee _____

Appointing Authority _____

Date of Appointment _____ Sworn in _____

Town Manager

From: Town Clerk
Sent: Friday, July 7, 2023 11:58 AM
To: Town Manager
Subject: FW: Finance Committee reappointment

James RW Blatchford

Town Clerk
Town of West Newbury
Phone 978-363-1100 X 110
Mobile 978-891-0039
www.WNewbury.org



From: [REDACTED]
Sent: Friday, June 9, 2023 9:53 AM
To: Town Clerk <townclerk@wnewbury.org>
Cc: Assistant Clerk <assistantclerk@wnewbury.org>
Subject: Re: Finance Committee reappointment

I will accept reappointment if the Select Board wants me to serve.

On 05/26/2023 12:05 PM EDT Town Clerk <townclerk@wnewbury.org> wrote:

Good afternoon Walter,

Your current term on the Finance Committee will be expiring June 30, 2023. Please let our office know if you will be seeking re-appointment as soon as possible. Feel free to call or respond to this email at your earliest convenience.

Thank you,

James RW Blatchford

Town Clerk

Town of West Newbury

Phone 978-363-1100 X 110

Mobile 978-891-0039

www.WNewbury.org

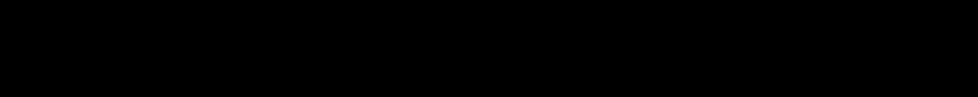


REQUEST FOR USE OF FACILITIES

Ca

Organization or Group: West Newbury PTO

Person Making Reservation: Jaime Paragios



Event Date: October 15, 2023 Start Time: 8:00 a.m. End Time: 3:00 p.m.

Summary of Event: Apple Harvest Road Race

Number of Attendees: _____

Event Details - *please be specific* - i.e. alcohol*, music, food: Music, Food, Kid Friendly activities (bounce house, face painting)

*If alcohol is being served, a *Liquor Liability Policy* must be provided (\$1,000,000), see page 2.

Check Appropriate Block:

- Fund Raising Group
- Commercial In-Town
- Resident
- Town Staff
- Non-Profit/Public Agency
- Commercial Out-of-Town
- Other

Facility Requested:

- 1910 Bldg. Hearing Room (1)
- Pipestave Equestrian Area**
- Annex
- 1910 Bldg. Meeting Room (2)
- Athletic Playing Fields*
- Bandstand
- Town Hall - (across from Library)
- Mill Pond Rec Bldg.**
- Other

Fee Paid by Check/Cash _____ Fee Waived

TERMS AND CONDITIONS OF USE:

- 1) Must leave the facility as you found it, place tables and chairs in the storage area and remove all trash and recycling. The town does not have a custodian on staff and other events may be scheduled to use the facility after you. Please contact Dispatch at 978-363-1213 (if the town offices are closed) with any problems.
- 2) No open flames; i.e. candles, torches, etc. (Chafing trays with sternos **are** allowed.)
- 3) Exits and entrances must be kept clear. Tables must be a minimum of 6 feet from exits and entrances.
- 4) All decorations must be fire resistant.
- 5) No live trees or shrubs allowed including Christmas trees.
- 6) No smoking inside buildings; smokers must be outside of the building 20 feet from all entrances and exits.
- 7) If deemed necessary to maintain the safety of the public, a Fire Watch (Fire Dept. representative.) may be required, at the then-current hourly fee.
- 8) No fog machines or fake smoke machines allowed. No helium balloons allowed in the Annex.
- 9) Permits are required for temporary signs. No signs are allowed on public property without prior approval by the Select Board.

PLEASE NOTE: IF YOU ARE APPLYING TO OFFER ANY KIND OF CAMP FOR CHILDREN, YOU MUST GET PRIOR APPROVAL FROM THE BOARD OF HEALTH. 978-363-1100, x. 118

Name: Jaime Paragios

Event: Apple Harvest Race

Insurance: The organization's representative or the individual requesting the space will be required to sign an indemnification agreement (below) with the Town of West Newbury for a scheduled event. A general liability policy (\$1,000,000 per occurrence/\$2,000,000 aggregate) is required as part of the rental agreement; and, a certificate of insurance naming the Town as an additional insured must be provided before the date of the event as proof of said policy. If alcohol is being served, a Liquor Liability Policy must be provided (\$1,000,000) in addition to the general liability coverage.

***ATHLETIC PLAYING FIELDS RENTAL:** Must have prior approval by the Parks and Rec Commissioners. Payment by check (to the Town of West Newbury) or cash must be received in the Town Manager's Office and a Certificate of Insurance must be received prior to the date requested to use the fields. (See above for details.)

****MILL POND RECREATION BUILDING AND PIPESTAVE EQUESTRIAN AREA:** Must have prior approval by the Mill Pond Committee.

Indemnification Agreement: I/We, West Newbury PTO (group), agree to pay for any damage to the facility incurred during the term of rental by our organization. I/We understand that I/we must leave the area in the same condition that it was found. Furthermore, I/we hereby agree to save and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property.

Jaime Paragios (WNPTO)
Individual/Authorized Signature for Group

06-06-23
Date

**Parks & Rec Committee or
Mill Pond Committee**

Signature (if applicable): _____ **Date:** _____

Requests and comments: _____

Chief of Police

Signature: _____ **Date:** _____

Requests and comments: _____

Fire Chief

Signature: _____ **Date:** _____

Requests and comments: _____

Approval granted if signed here by Town Manager:

_____ **Date:** _____

Requests and comments: _____



Town of West Newbury Special Event Permit

Welcome and Instructions:

It is the goal of the Town of West Newbury to work with event managers and organizers to help ensure that the events taking place in our community are both safe and successful, while minimizing the impact on our residents and businesses. We hope that you find the instructions set forth in this manual helpful in planning and preparing to carry out your special event.

Please review the instructions, and rules and regulations governing special events. Complete the Special Event Application Form and submit it to the Town of West Newbury, Town Clerk's Office, 381 Main Street, West Newbury, MA 01985.

Fulfilling the Guidelines for Special Events does not guarantee event approval. The Town of West Newbury reserves full discretion to approve, to disapprove or to limit any type of special event. If you have any questions, please contact the Town Clerk's Office at Townclerk@wnewbury.org or (978) 363-1100 ext. 110.

Guidelines for Special Events

A **special event** is any activity that occurs upon public or private property that affects the ordinary use of parks, playgrounds, fields, buildings, public streets, rights-of-way or sidewalks. Special Events may include festivals, fairs, concerts, holiday celebrations, parades, athletic tournaments, road or bicycle races, etc.

Individuals or organizations wishing to hold events on public property, or on private property but which may have an impact on public property such as (but not limited to) roads and Town parks, within the Town limits must obtain a Special Event Permit from the Town of West Newbury. Event sponsors must submit a substantially complete application at a minimum of 60 (sixty) days before the event. If the application is submitted less than 60 days before the event, the applicant must pay a \$100 administrative fee or has the option of changing the date. The administrative fee applies to all for profit and nonprofit persons or organizations. The Town reserves the right to deny any application which it determines may create an undue burden on the Town's public safety departments and an undue nuisance to the Town and neighbors to the potential event.

Permit Posting: Special event permits shall be posted at greeting areas or main entrances at events. Event organizers and managers are reminded that they may be asked by Town staff to show proof of permit during the event.

Hours: Event activities are prohibited before 9:00 AM and after 10:00 PM in residential areas or such other hours as the Select Board set forth. Loudspeakers, amplified music, bullhorn or public address systems during event hours are strictly regulated and must be specifically approved as a part of the permit. The Select Board reserves the right to require other time restrictions depending on the type of event requested and the impact it may have on the Town and the abutting neighborhood(s).

Alcohol: Alcohol is prohibited on all Town of West Newbury public property, including buildings, parks, playgrounds, fields, etc. without the written consent of the Select Board. A one-day liquor license may be granted, at the sole discretion of the Select Board. In order to apply for a One Day Permit, applicants must provide a Certificate of Insurance, with the Town of West Newbury named as an Additional Insured, in the minimum amount of \$1,000,000 for each Occurrence and \$2,000,000 General Aggregate for both General Liability and Liquor Liability, as a precondition for obtaining permits. For events larger than 250 people, applicants must also provide an Umbrella Coverage that would sit over both the General Liability and Liquor Liability. The Certificate of Insurance must include all coverage deemed necessary for the event, as specified by the Town of West Newbury and Town Manager, including an indemnification and hold harmless clause. This Certificate must be submitted to the Town Clerk's Office no later than ten (10) business days before the event. Special Event Permits will not be issued without submission of a Certificate of Insurance.

Restrooms/Trash/Cleanup: The Town of West Newbury may require event organizers to provide temporary toilet facilities. Temporary toilet facilities must be cleaned daily. Trash and recycling must be disposed of in their designated containers. Daily trash pickup and disposal by the permit holder is required. The applicant must clean the right-of-way or public property of all rubbish and debris, returning it to its pre-event condition at the conclusion of the event. The event organizer may be required to arrange with the Department of Public Works for trash pickup and disposal, and to pay all costs associated with the aforementioned requirement. If the permit holder fails to clean up debris and trash within the specified period, cleanup will be arranged by the Town and all costs will be charged to the permit holder.

Traffic & Parking: Parking is permitted in designated areas only. The Police and Fire Departments require that all entries, exits and fire lanes be maintained. The Police Department reserves the right to require that detail officers be hired at the expense of the permit holder where deemed necessary by the Chief of Police.

Signs: Permits are required for temporary signs. No signs may be affixed to trees, buildings, or street fixtures.

Smoking: Smoking is not permitted in or on any public facility or on school grounds. “Smoking” includes carrying or having in one’s possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. “Smoking” includes the use of an electronic smoking or “vaping” device.

Fireworks: Fireworks are not permitted without the prior approval of the West Newbury Select Board and West Newbury Fire Department.

Tents: Tents require an inspection and permit from the Town of West Newbury Health, Building, and Fire Departments. Such structures require a flame-resistant certificate issued by an acceptable testing laboratory, and a site plan indicating a fire lane accessing the tent or trailer, a fire extinguisher on-site, and acknowledgement that no smoking, fireworks, or open flames will be permitted in or near the tent.

Security/Traffic Control: Events may require the hiring of police officers to provide for security and/or traffic control.

Police Detail: For indoor functions, a minimum of one police detail officer is required for up to one hundred guests. For indoor functions with greater than one hundred guests, a minimum of two police detail officers are required. For outdoor functions, a minimum of two police detail officers are required for every one hundred guests. Special Event Permit holders must contact the West Newbury Police Department at 978-363-1213 to coordinate detail officers at least ten (10) days prior to the event. All details must be paid for in advance of the event. At the sole discretion of the Chief of Police, the police department may require additional officers on site depending on the type of event, the location and other particulars.

Fire Watch Detail: For indoor functions where there are no working sprinklers, a fire watch detail is required. The fire chief will determine how many fire fighters will be required depending on the location and size of the event.

First Aid and Medical: Events may require provisions for first aid and medical personnel, including but not limited to Town of West Newbury Fire Department and/or the town’s ambulance service. To be determined by the fire department prior to issuance of a Special Event Permit.

Enforcement: Town of West Newbury Police, Fire, or other staff so designated by the Select Board may require that a resident, event employee or participant leave any park or public facility for violation of rules and regulations, and/or for violation of conditions applied by the Select Board in their issuance of a Special Event Permit.

Insurance: All applicants must provide a Certificate of Insurance, with the Town of West Newbury named as an Additional Insured, in the minimum amount of \$1,000,000 for each Occurrence and \$2,000,000 General Aggregate for commercial general liability as a precondition for obtaining permits. The Certificate of

Insurance must include all coverage deemed necessary for the event, as specified by the Town of West Newbury and Town Manager, including an indemnification and hold harmless clause in a form acceptable to Town Counsel. This Certificate and verification of Worker's Compensation Coverage must be submitted to the Town Manager's Office no later than ten (10) business days before the event. Special Event Permits will not be issued without submission of a Certificate of Insurance.

Additional Permitting and Cost Requirements: Depending upon the Special Event, additional permits may be required by Town of West Newbury Departments. These may include, but are not limited to, permits for temporary food preparation, athletic field use, field lighting, merchandise sales, raffle licenses, and indoor space needs. The organizers of the event are responsible for obtaining any additional permits or licenses and are responsible for any additional costs incurred by the Town of West Newbury as determined by representatives of each Town Department before the issuance of the Special Event Permit.

Special Event Application

Organization or Group Loco Sports, LLC & Ventures Endurance

Person Making Reservation Evan Dolecki

Mailing Address [REDACTED] # [REDACTED]

Phone [REDACTED] e-mail [REDACTED]@ [REDACTED]

Event Date: 11/12/2023 Start Time 9:00 AM End

Time 1:00 PM

Reason for Event 9th Annual Harborside Half Marathon & 5K to promote a healthy lifestyle and active living. Our charity for the 2023 event is Debbie's Treasure Chest.

Number of attendees 900

Check Appropriate Block:

Resident Non-resident

Fund Raising Group Non-Profit Commercial Other

Submit your application (with all maps, diagrams and attachments as required).

Provide a Schedule of Events along with a Sketch Plan which addresses:

1. The location of the event on the property see attached

2. For road or walk race, a detailed map of the route see attached

3. Features and attractions see attached

4. Participant circulation see attached

5. Proposed parking including how you will handle overflow parking see attached

6. Any proposed road closures see attached

7. Location of trash receptacles and dumpsters _____
see attached

8. Location of temporary toilet facilities _____
see attached

9. Accessible routes for the disabled or mobility impaired _____
see attached

10. Locations, size and number of any tents, trailers or temporary structures _____
see attached

11. Location, size, and description of any signage or banners _____
see attached

12. If food will be served or sold at the event, you must contact the West Newbury Board of Health to discuss Food and Beverage regulations before you submit your application. If required, your food permit must be submitted before final approval of the Special Event.
No food will be served or sold at the event in West Newbury

13. If Police Details and/or Firefighters/EMTs will be required, contact the West Newbury Police Department and West Newbury Fire Department to secure services. Only Police Officers may direct traffic on town streets. Evidence that Police and/or Fire Personnel have been secured must be presented before the approval of the final Special Event Permit. _____
Police and EMS has been contacted to secure detail for this event

14. Provide a Certificate of Insurance to the Town Manager’s Office no later than ten (10) business days before the event. Final Special Event Permits will not be issued without submission of a Certificate of Insurance see attached

Name: Evan Dolecki Event: 9th Annual Harborside Half Marathon & 5K
Sunday, November 12th, 2023

I/we agree and hold harmless and/or indemnify the said Town of West Newbury against any and all claims or liabilities for personal injury or property damage arising out of use of said property. If the application is submitted less than 60 days before the event, the applicant must pay a \$100 administrative fee or has the option of changing the date. The administrative fee applies to all for profit and nonprofit persons or organizations.

Evan Dolecki

05/09/2023

Individual/Authorized Signature for Group

Date

Chief of Police's Signature: _____ Date: _____

Requests and comments:

Fire Chief's Signature: _____ Date: _____

Requests and comments:

Approval granted if signed here by Select Board: _____ Date: _____

Requests and comments:

Ventures Endurance & Loco Sports West Newbury Special Event Permit

Location of the event on property - The Harborside Half Marathon & 5K road race starts and finishes in the City of Newburyport, MA. Approximately 5 miles of the route will take place in the Town of West Newbury. All EMS & Police services necessary within the town will be addressed with both departments. No food will be served along the route and the event organizer has provided the specified certificate of insurance attached to this application.

Map of Route - A copy of the course has been attached to this application. South Street, Indian Hill Street, Middle Street, Garden Street, Rogers Street, and Turkey Hill Road will be used by runners in the Town of West Newbury.

Features & Attractions – There will be no features or attractions in the Town of West Newbury for this event.

Participant Circulation – Participants will follow the course through the Town of West Newbury. All road crossings and turns will have directional arrows and course marshals. Police will be hired for major intersections.

Participant Parking – All participant parking will take place in the City of Newburyport. No parking will be needed in West Newbury.

Road Closures - No road closures will be needed for this event. There may be slight traffic delays of up to 10 minutes during the heaviest runner traffic along the route.

Trash receptacles and Dumpsters – The water stop crew will manage all used cups from runners. All water stops will have 3 trash cans at them. The crew will also monitor and clean the roadway post-event. We will have a course sweep team travelling the route after all runners have passed through picking up any miscellaneous trash.

Temporary Toilet Facilities – Two portable toilet units will be placed at each of the water stops in the Town of West Newbury. There are two water stops in West Newbury. Units will be dropped off on Friday, November 10th and picked up on Monday, November 13th.

Accessible Routes for the Disabled – This event will not require any accessible routes for the disabled as it takes place on roads and a paved rail trail.

Tents, Trailers, or Temporary Structures – There will be no tents, trailers, or temporary structures needed in the Town of West Newbury for this event.

Signage or Banners – Public announcement (18" x 24") signs including impact timeframe will be installed on the route early in the week before the event and removed immediately following the event. Directional arrows, mile marker a-frames, and as needed runner instruction signs will be installed on race morning and removed immediately following the event.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [Redacted] Inc.	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Ventures Endurance Events, LLC 85 Devonshire St. 9th Floor Boston MA 02109 USA	INSURER A: Everest National Insurance Co		10120
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570098108343 **REVISION NUMBER:**

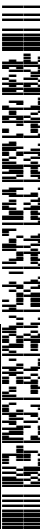
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

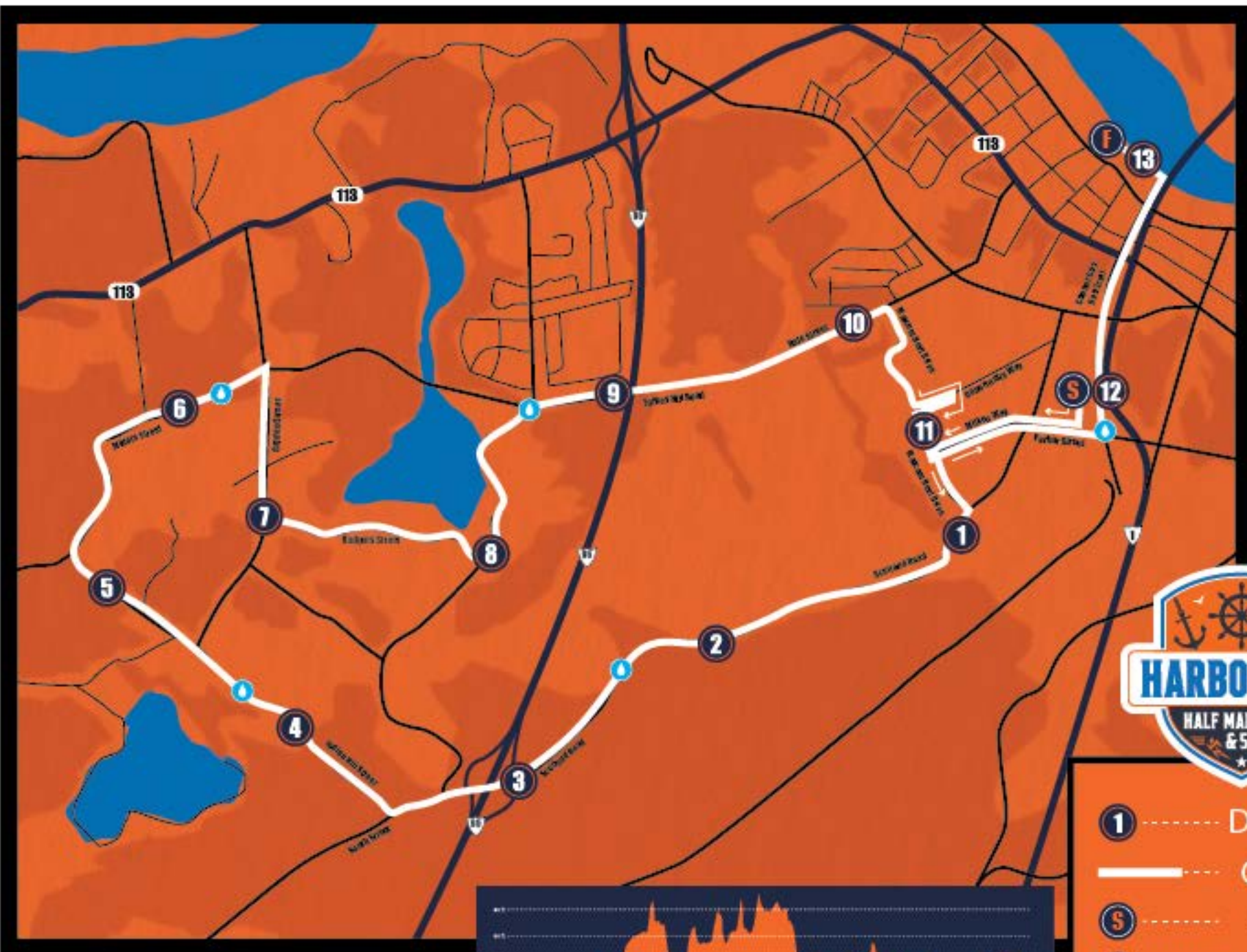
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SI8GL01746231	02/25/2023	02/25/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570098108343

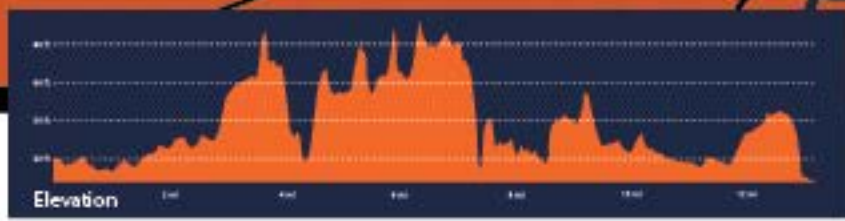
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Harborside Half Marathon & 5K. Town of West Newbury is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
Town of West Newbury 381 Main Street West Newbury MA 01985 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>





1	Distance
————	Course
S	Start
F	Finish
	Water



2023 Half Marathon

Town Manager

From: Town Manager
Sent: Friday, June 30, 2023 12:02 PM
To: [redacted]@ [redacted].com; [redacted]
Cc: Selectboard; Arthur Wallace; Elisa Grammar; Rick Parker; Executive Assistant; Town Clerk; DPW Admin
Subject: RE: West Newbury's Municipal Aggregation - Next Steps

Hi Denise,

Thank you for providing this information. I've reviewed this with the Select Board Chair Wendy Reed, and spoke with Chip Wallace yesterday, and we'd like to get the Aggregation Plan agenda'd for review by the Select Board at their meeting on Monday, July 10th beginning at 7pm.

If someone from Colonial Power Group can be available to zoom into the Board meeting that evening (the Board's meeting are hybrid), that would be great.

We'll need to push back, a bit, the timeline for public review and comment on the Aggregation Plan. The draft you sent has that starting on July 10th at 9am, but we'll want the Board to review this before it's posted for public comment. I'd think that pushing the timeline back a few days or a week would be sufficient.

I just left you a voicemail as well. Let's connect by phone and we can talk over the July 10th meeting and make sure we're lined up to do what needs to be done re postings, receipt/compilation of public comments received, etc.

Thanks,
Angus

Angus Jennings, Town Manager
Town of West Newbury
Town Office Building
381 Main Street
West Newbury, MA 01985
(978) 363-1100 x111
townmanager@wnewbury.org

From: Denise Allard <[redacted]>
Sent: Thursday, June 22, 2023 4:02 PM
To: Executive Assistant <exec.assistant@wnewbury.org>
Cc: Mark Cappadona [redacted]
elisa.grammar@perennialmotion.com
[redacted]

Hi Rebecca –

Please find attached two documents that will enable the Town of West Newbury to move forward in the municipal aggregation process.

1. **Aggregation Plan (with Education Plan, Consumer Notification and draft Electric Service Agreement)** – The Aggregation and Education Plans outline the entire process Colonial will follow to aggregate West Newbury. These are the same Plans we’ve used with our other communities. The Aggregation Plan and supporting documents will need to be posted/made available to the public for a minimum of 30 days. We’d suggest a hard copy be made available at the Town Clerk’s office and an electronic copy be made available on the Town’s website (see below). We’ll also need the Select Board to review the documents and vote to approve the Aggregation Plan at a future meeting. Then we’ll need those approved meeting minutes (certified or true attested).
2. **Public Review Website Language** – This is Colonial’s recommended language for the Town’s website when you post the Plan and supporting documents for public review and comment. Feel free to adjust the language, as appropriate (i.e. contact information, date range, locations where hard copies will be available, etc). **We do, however, need to ensure that the Plan is available to the public for a minimum of 30 days. You’ll need to enable the link in the last sentence.** Once posted, please let us know and we’ll do a “screen grab” of the Town’s website for inclusion in the Town’s DPU Filing. Any comments received (and responses provided) will need to be forwarded to Colonial so they can be submitted to the DPU.

One note – The DPU has stressed the importance of including those residents who are hard-to-reach, have limited English proficiency and/or may not routinely access the Town’s website. Of course, we’re confident in the Town’s ability to communicate with its residents and ensure information is effectively disseminated in the manner best suited for West Newbury but, to be safe, I’ve attached the DPU’s approved Language Access Document (LAD). This is the same LAD that will be mailed out with the consumer notification materials at program launch but we thought it may also be beneficial to include it when posting the Plan for public review. Just a suggestion!

Lastly, at some point, we’ll also need the following for the Town’s DPU submission...

1. Minutes of all municipal government meetings where aggregation was discussed; and
2. Copies of all program informational and educational materials made available to residents to date.

Please let us know if you have any questions with the above or anything else.

Thanks,

Denise

Denise Allard



DRAFT for Board Review

West Newbury Officials Have Released the Town's Community Choice Power Supply Program Aggregation Plan

The Town of West Newbury developed the Aggregation 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 the Town's municipal aggregation consultant, 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 4,500 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. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (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.

Public Review and Comment Period

The Town of West Newbury's Aggregation Plan is available for public review and comment from **Monday, July 17, 2023, at 9 a.m.** through **Friday, August 18, 2023, at 5:00 p.m.**

The Select Board will meet on Monday, August 21st at 7pm to review the proposed Aggregation Plan, including all comments received prior to that time or at the public meeting.

Any person who desires to comment may do so in person at the Town Clerk's office or submit written comments using one of the following methods: (1) by e-mail to townmanager@wnewbury.org; or (2) by postal mail to the address below.

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

Angus Jennings
Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985

Any questions pertaining to this should be directed to Angus Jennings, Town Manager at (978) 363-1111 ext. 111.

Click [here](#) to read the Town of West Newbury's Aggregation Plan. An original hardcopy of the Plan is also available at the Town Clerk's office, and at the G.A.R. Memorial Library.



TOWN OF WEST NEWBURY COMMUNITY CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of West Newbury (“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 a municipal aggregation 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 4,500 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. 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.	West Newbury's 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	5-6
4.	Funding	6
5.	Activation and Termination	
5.1	Activation.....	6-10
5.2	Termination.....	10-11
6.	Methods for Entering and Terminating Agreements	11
7.	Rate Setting, Costs, and Billing	
7.1	Rate Setting.....	12-13
7.2	Costs.....	13-14
7.3	Billing	14-15
8.	Universal Access.....	15-17
9.	Equitable Treatment of Ratepayers.....	17
10.	Reliability.....	17
11.	Information Disclosure	17-18
12.	Rights and Responsibilities of Participants	
12.1	Rights	18
12.2	Responsibilities	18
13.	Benefits of Municipal Aggregation	
13.1	Participation in Competitive Market.....	18
13.2	Selection of Alternate Supplier.....	19
13.3	Indemnification and Risk Associated with Competitive Market.....	19
14.	Requirements Concerning Aggregated Service.....	19

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 Manager, Select Board and Consumers
- 1.4 Vote on Plan by Select Board
- 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 Manager
- 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 WEST NEWBURY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

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

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts, however, savings cannot be guaranteed. The 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 Manager for approval. And lastly, eligible consumers will be automatically enrolled in the Program unless they exercise their right to opt-out. Eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the 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 three person Select Board. Daily operations are overseen by a Town Manager. Town elections are held the first Monday in May.

The Select Board is composed of three members elected for three year terms. They meet every other Monday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Select Board acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Select Board 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 Select Board 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 Select Board.

2.2.2 Level Two: Select Board

Based upon its existing authority or authority provided by voters at Town elections, the Select Board 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 Manager

The Town Manager carries out the collective decisions and instructions of the Select Board 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 Manager. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Manager. 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 Manager, the Consultant, and participating consumers.

The goals of this Plan are as follows:

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

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the 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 Manager and Select Board.

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 Manager and Select Board. 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 fee that will be paid by the Competitive Supplier to the Consultant ("Consultant Fee"). The Consultant Fee will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

5 ACTIVATION AND TERMINATION

5.1 ACTIVATION

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

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Town Manager
- c) Signing of ESA by Town Manager
- 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 Manager

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Manager. 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 Manager

With the signing of the contract by the Town Manager, 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 Consumer Education and Notification of Enrollment for Eligible Consumers

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

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. No later than ten days prior to the date of 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;
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier; and
- inform eligible consumers that savings cannot be guaranteed.

When a new eligible consumer first moves to the 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	Consultant and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 21	Eligible consumers receive opt-out notice; opt-out period begins
Day 21-51	Eligible consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
Day 33	Competitive Supplier completes EDI testing with NGRID
Day 51	Deadline for eligible consumers to postmark opt-out reply card to avoid automatic enrollment
Day 55	Competitive Supplier removes opt-outs from eligible list
Day 55	Earliest date Competitive Supplier can send EDI enrollments for participating consumers

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

Our Consultant's experience with previous aggregation programs suggests that the 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 Select Board, the Town Manager, and made part of the public information offered to each eligible consumer. However, any such opportunities must be approved by the Department (including all public education and outreach information provided to eligible consumers for this purpose). Eligible consumers who opt-out and subsequently wish to re-enroll will be enrolled pursuant to 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 Select Board and Town Manager 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 Manager 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, however, savings cannot be guaranteed. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by 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.

The Town will ensure participating consumers are alerted to any changes in Program price and product offering. This will be accomplished through mail, electronic communications, the media, and public meetings and presentations. Specifically, the Town will notify consumers using the following methods: a direct mail notice to participating consumers (received no later than 30 days prior to the effective date of the price change), the Town's website and the Program website; press releases and local cable television shows; and presentations to the Select Board. In

addition, notices will be placed in newspapers, in Town Hall and in public buildings (i.e. library, Senior Center, etc.). All such notifications will describe the Program's details including the price, term, fees, product offering(s)(including renewable energy content), toll-free telephone number, and will inform participating consumers that they may opt-out of the Program at any time and return to Basic Service at no charge.

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

If there is a change in law² that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the 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 as described above.

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 the mailed notice, 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.

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

7.2 COSTS

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

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.

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 2022:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
Delivery Services Detail (Rate: R1 Residential)		
Customer Charge		\$ 7.00
Distribution Charge	\$0.07861	\$ 47.17
Transition Charge	(\$0.00067)	(\$ 0.40)
Transmission Charge	\$0.04050	\$ 24.30
Energy Efficiency Charge	\$0.02645	\$ 15.87
Renewable Energy Charge	\$0.00050	\$ 0.30
Distribution Solar Charge	\$0.00420	\$ 2.52
Electric Vehicle Charge	\$0.00064	\$ 0.38
Total Delivery Services		\$ 97.14
Supply Services Detail (Rate: Basic Service)		
Electric Supply Services	\$0.33891	\$ 203.35
Total Supply Services		\$ 203.35
Average Bill Total		\$ 300.49

Sources:

<https://www.nationalgridus.com/MA-Home/Rates/Service-Rates>

<https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>

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

The enrollment procedures are summarized as follows:

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch	<ul style="list-style-type: none"> • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice 			
New Eligible Consumers after Program Launch	<ul style="list-style-type: none"> • Will be initially placed on Basic Service • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice • May request enrollment at any time after becoming eligible 			<ul style="list-style-type: none"> • May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	<ul style="list-style-type: none"> • May request re-enrollment at any time 			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	<ul style="list-style-type: none"> • May request enrollment at any time 			

The pricing procedures are summarized as follows:

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch	<ul style="list-style-type: none"> • Program rate for standard product 			
New Eligible Consumers after Program Launch	<ul style="list-style-type: none"> • Program rate for standard product 			<ul style="list-style-type: none"> • Then-current market price for product selected
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	<ul style="list-style-type: none"> • Program rate for product selected 			<ul style="list-style-type: none"> • Then-current market price for product selected

Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	<ul style="list-style-type: none"> • Program rate for product selected 	<ul style="list-style-type: none"> • Then-current market price for product selected
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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. Rather, rate classifications that are similarly situated will be treated equitably. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

10 RELIABILITY

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

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to 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 INFORMATION DISCLOSURE

The Town will provide the disclosure information required under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06. Like other Massachusetts aggregations, the Town has requested a waiver from the requirement that its Competitive Supplier mail an information disclosure label directly to participating consumers on a quarterly basis and instead seeks permission to provide the information regarding fuel sources, emissions and labor characteristics by alternative means,

including press releases, postings at Town Hall, and postings on the Town's website and the Program website. Based upon information available to it, the Town and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the statute and regulations. As the Department has granted for other municipal aggregation programs, this alternate information disclosure strategy will allow its Competitive Supplier to provide the required information to participating consumers as effectively as the quarterly mailings required under 2020 CMR 11.06(4)(c).

12 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

12.1 RIGHTS

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

12.2 RESPONSIBILITIES

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

13 BENEFITS OF MUNICIPAL AGGREGATION

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

13.1 PARTICIPATION IN COMPETITIVE MARKET

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

13.2 SELECTION OF ALTERNATE SUPPLIER

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

13.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

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

14 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.



TOWN OF WEST NEWBURY COMMUNITY CHOICE POWER SUPPLY PROGRAM

EDUCATION AND OUTREACH PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

1 OVERVIEW AND PURPOSE

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

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

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

The Education Plan consists of two parts:

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

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key information.

1.1 GENERAL EDUCATION

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

1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the Town, its Competitive Supplier, and its initial municipal aggregation consultant, Colonial Power Group, Inc. (CPG). This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

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

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

1.1.2 Media Outreach

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

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

Sample Media List:

- a) Daily News of Newburyport
- b) West Newbury News
- c) Town Common News
- d) Local Cable TV – Channel 9 West Newbury Cable Access TV

1.1.3 Notices and Public Postings

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

1.1.4 Customer Service Center

CPG will maintain a toll-free telephone number to address eligible consumer’s questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise. CPG’s customer service center has the capability to provide interpretation services for more than 200 different languages.

1.1.5 Website

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

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

At a minimum, the Town will provide basic information about the Program in a prominent location on its website with the appropriate links to the Program website. All of the Town’s Program documents (including the Department-approved Aggregation Plan, Education Plan, opt-out notification and executed Electric Service Agreement) and education materials will remain available and updated on the Program website.

1.1.6 Translation Services

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

1.1.7 Public Presentations

CPG will provide presentations to the Select Board and to any interested community group (i.e. Chamber of Commerce, Energy and Sustainability Committee, etc.). The Town will seek to identify and potentially work with appropriate community and neighborhood-based groups to assist with education and outreach efforts. The Town may leverage email lists and newsletters to ensure consumers are receiving accurate and timely information.

Sample Community Groups:

- a) West Newbury Energy and Sustainability Committee
- b) West Newbury Council on Aging
- c) Merrimack Valley Chamber of Commerce
- d) Merrimack Valley Planning Commission
- e) Sierra Club Energy Committee
- f) Massachusetts Climate Action Now

1.1.8 Impaired Physical Capabilities

The Town will employ assistive technology to ensure all eligible consumers, including those with impaired physical capabilities who require visual or auidial assistance, are properly informed. Information sessions will be held in accessible locations, typically Town Hall, the Senior Center or the library. Consumers who require assistance (e.g. deaf or otherwise hard-of-hearing, blind or otherwise visually impaired) will have the opportunity to request assistive technology ahead of any such public presentation. In the event that information sessions cannot be held in-person, the presentations will be held online and, as such, will be accessible to consumers with limited mobility.

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

1.1.9 Information Disclosure

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

1.1.10 Ongoing Education and Outreach

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

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

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

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

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

The letter will:

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

The opt-out notification will also contain a product summary form and a reply card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of receipt of the mailing to postmark and return the opt-out reply card in the pre-addressed envelope provided. Program enrollments shall begin no sooner than 37 days after the mailing of the opt-out notification.

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

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

1.2.2 Limited English Proficiency

The languages spoken by Town residents who self-identify as speaking English “less than very well” is presented below. The table assumes a total population of 4,183.

Language	Speaks English “Less Than Very Well”	% of Total Population
Greek	9	0.22%
Japanese	7	0.17%
Total	16	0.39%

Program: 2015 American Community Survey

Source:

<https://data.census.gov/table?q=b16001&g=060XX00US2500977150&tid=ACSDT5Y2015.B16001>

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

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

2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 47-day period outlined below through the media and the toll-free telephone number.

- Day 0: Press conference held announcing the Program and introducing the Competitive Supplier
- Day 1: Customer service center (i.e. toll-free telephone number) opens
- Day 1: Press release issued on direct mail notification and start-up of the customer service center
- Day 1: Program information posted on the following websites: CPG, Town, and Competitive Supplier
- Day 1-7: Postings placed in public buildings
- Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights
- Day 1-40: Media interviews conducted with Program representatives, as needed
- Day 10: Direct mail notification sent to each eligible consumer
- Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
- Day 13: Eligible consumers receive opt-out notification; opt-out period begins
- Day 13-43: Eligible consumers wishing to opt-out return reply card in pre-paid envelope

- Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
- Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
- Day 43: Deadline for eligible consumers to postmark the opt-out reply card
- Day 47: Earliest date Program enrollments may begin for eligible consumers who do not opt-out
- Day 47+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
- Day 90+: Follow-up news releases issued summarizing the Program's status

3 BUDGET

Notification Method	Responsible Party	Estimated Cost
Direct Mailing	Competitive Supplier	\$4,125
Press Conference	CPG	\$500
Television Media	CPG	\$500
Newspaper Media	CPG	\$4,000
Electronic Communications	CPG	-----
Public Presentations	CPG	-----

TOWN OF WEST NEWBURY COMMUNITY CHOICE POWER SUPPLY PROGRAM

IMPLEMENTATION SCHEDULE

PREPARED BY

COLONIAL POWER GROUP, INC.

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

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



THE TOWN OF WEST NEWBURY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear West Newbury Basic Service Consumer:

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

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

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

COMPARATIVE RATES AND TERMS

	West Newbury's Program* (Supply Services Only)		National Grid** (Supply Services Only)
	STANDARD (default)	OPTIONAL	BASIC SERVICE
Rate Residential Commercial/Streetlight Industrial	\$X.XXXXX per kWh \$X.XXXXX per kWh \$X.XXXXX per kWh	\$X.XXXXX per kWh \$X.XXXXX per kWh \$X.XXXXX per kWh	\$X.XXXXX per kWh \$X.XXXXX per kWh \$X.XXXXX per kWh
Renewable Energy Content	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
Duration	_____ 2024 – _____ 2024 <i>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</i>		_____ 2024 – _____ 2024 <i>[Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 3 months.]</i>
Exit Terms	NO CHARGE		May receive a reconciliation charge or credit <i>[Industrial G-2 & G-3 only]</i>

*Rate includes Consultant Fee of \$0.001 per kWh to facilitate West Newbury's Community Choice Power Supply Program.

*Rate includes Operational Adder of \$X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).

*Rate may increase as a result of a change in law that results in a direct, material increase in costs during the term of the contract.

**GreenUp options are available for \$0.012-\$0.038 per kWh in addition to National Grid's Basic Service rate.

IMPORTANT INFORMATION

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

« SEE BACK FOR ADDITIONAL INFORMATION »

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

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

WATCH YOUR NATIONAL GRID BILL FOR FURTHER NOTIFICATION of the Program.

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

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

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

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

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

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

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION THROUGH NATIONAL GRID you must opt-out of this Program. This will ensure you continue to get your electricity from that Green Power Supply.

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

HOW TO OPT-OUT

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

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

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

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

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

TO ACCESS NATIONAL GRID'S BASIC SERVICE RATES please visit:

- Residential Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/resitable.pdf>.
- Commercial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/commtable.pdf>.
- Industrial Rates – <https://www.nationalgridus.com/media/pdfs/billing-payments/electric-rates/ma/indtable.pdf>.

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

WEST NEWBURY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER NOTIFICATION LETTER ENVELOPE

OFFICIAL TOWN BUSINESS



Town of West Newbury
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

John Smith
1 Main Street
West Newbury, MA 01985

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

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

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

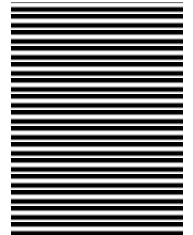
BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

TOWN OF WEST NEWBURY
c/o COMPETITIVE SUPPLIER
1 SUPPLIER STREET
SUPPLIER, MA 00000



**WEST NEWBURY COMMUNITY CHOICE POWER SUPPLY PROGRAM
OPT-OUT REPLY CARD**

John Smith
1 Main Street
West Newbury, MA 01985

Account No: #####

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

Opt-Out Instructions

If you do not want to participate:

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

X

Signature

Date

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



**THE TOWN OF WEST NEWBURY'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



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



colonialpowergroup.com/west-newbury

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

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

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



THE TOWN OF WEST NEWBURY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

----- ELECTRIC SUPPLY PROGRAM SUMMARY STANDARD PRODUCT

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

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	If you received this form as part of an automatic enrollment notification, you have until the respond by date indicated to opt-out and not be enrolled. You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	National Grid will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at (800) 322-3223, or by visiting its website at nationalgrid.com.

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



THE TOWN OF WEST NEWBURY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

----- ELECTRIC SUPPLY PROGRAM SUMMARY OPTIONAL PRODUCT

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

PRICE	\$X.XXXXX per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
TERM	Enrollment through [MONTH] [YEAR] meter read.
EARLY CANCELLATION FEE	There is no cancellation fee. You may leave this program and/or product at any time with no charge.
AUTOMATIC RENEWAL	You will be automatically enrolled in this product at a new price at the end of the contract term unless you inform the Competitive Supplier or Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will notify you no later than 30 days before each automatic renewal to inform you of your supply options.
RENEWABLE ENERGY CONTENT	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of [XX]% renewable energy resources in [YEAR]. This product includes [YY]% renewable energy resources, an amount that [MEETS/EXCEEDS] the minimum requirement. [Product to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with the selected product's renewable energy content.]
RECISSION PERIOD	You may leave this program and/or product at any time after you have enrolled with no charge.
COMPETITIVE SUPPLIER INFORMATION	[SUPPLIER NAME], DPU license number: [DPU LICENSE NUMBER], [TELEPHONE NUMBER], [WEBSITE]. [SUPPLIER NAME] is only responsible for the electric generation portion of your bill.
ELECTRIC UTILITY INFORMATION	National Grid will continue to deliver the electricity that you use in your home or business and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at (800) 322-3223, or by visiting its website at nationalgrid.com.

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

ELECTRIC SERVICE AGREEMENT

BETWEEN

[Retail Electric Supplier's Full Legal Name]

AND

**TOWN OF WEST NEWBURY
on Behalf of the Consumers of
its Community Choice Power Supply Program**

This Electric Service Agreement (“ESA”) is entered into as of [*date*] (“Effective Date”) by and between [***Retail Electric Supplier's Full Legal Name***], a _____ [corporation, limited liability company] (“Competitive Supplier”), and the **Town of West Newbury**, located at 381 Main Street, West Newbury, MA 01985 (the “Aggregator”).

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

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

All-Requirements Power Supply – The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, Renewable Energy Obligations, and other such services or products, including but not limited to any additional Renewable Energy Certificates, as specified in any Price and Term Appendix, necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

Bankruptcy – With respect to a Party, when such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, *provided that*, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

Basic Service – As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

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

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

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

Commercially Reasonable – Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEPOOL – The New England Power Pool.

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

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

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

Participating Consumers – Eligible Consumers enrolled in the Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

Term – As defined in Article 4.1.

Voluntary Renewable Energy – Electric energy, or RECs certifying electric energy, generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, and rules or regulations promulgated thereunder or, that may be otherwise added and incorporated into Products as a voluntary purchase, or REC purchase, defined in each Price and Term Appendix.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier recognizes, however, that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier. Notwithstanding any provision of this ESA to the contrary, if a new Rate Class is added to the Program, to the extent such Rate Class does not include consumers currently served under the Program, the Aggregator shall be permitted to enter into a separate agreement to provide power supply and other services to such Rate Class either with (i) Competitive Supplier or (ii) an alternate supplier under its own load asset.

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

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

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

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

2.2 NO THIRD-PARTY BENEFICIARIES/AGENCY RELATIONSHIP

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties except as otherwise set forth under the ESA. This ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Aggregator has the right, but not the obligation, to advocate on

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

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

2.3 COMPLIANCE WITH LAWS

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

2.4 CONDITIONS PRECEDENT

The Aggregator's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's affiliate or contracted wholesale power marketer, fulfilling the following requirements:

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

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

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHT, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in

Article 2.1. The Parties represent and warrant to each other that they shall not obstruct the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electricity supply to another.

3.2 APPLICABILITY OF CONSUMER NOTIFICATION REQUIREMENTS

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

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

3.3 NOTIFICATION TO CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, the Aggregator will request or cause CPG to request and obtain from the Local Distributor and provide to Competitive Supplier the account number, service and billing address, and other pertinent contact information of all Initial Eligible Consumers and New Eligible Consumers, as applicable. However, CPG shall exclude any individual Large Industrial New Eligible Consumers from the list of New Eligible Consumer accounts it provides to the Competitive Supplier. Competitive Supplier shall notify each such Eligible Consumer (i) of the date, expressed as the meter read date for a given month, on which such Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program (“Opt-Out Notice”). CPG or the Aggregator will prepare and provide to Competitive Supplier the Opt-Out Notice in form and content as approved by the Department (“Approved Opt-Out Notice”), and the Competitive Supplier shall promptly provide its reasonable comments and suggestions on such form with the understanding that under current Department practice the final form is subject to Department approval. The Competitive Supplier shall mail only such Approved Opt-Out Notice to each such Initial Eligible or New Eligible Consumer, as applicable, in a Commercially Reasonable timeframe as directed by Aggregator or CPG and in compliance with Department directives, but not less than thirty-seven (37) days prior to the date of automatic enrollment as required by the Department. The Approved Opt-Out Notice shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms of service included in the applicable Price and Term Appendix as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such Initial Eligible or New Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; (iv) state how a Participating Consumer may voluntarily opt-up or opt-down to any other Products offered under the Program;

and (v) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new competitive supplier without paying a fee or penalty to Competitive Supplier. An Initial Eligible or New Eligible Consumer will not be automatically enrolled when an opt-out notice is returned as undeliverable. The Aggregator agrees to take such further actions as the Competitive Supplier may reasonably request, and at Competitive Supplier's cost, in connection with the Competitive Supplier's performance under this Article 3.3.

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

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

3.4 CONSUMER AWARENESS

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

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

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

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

3.5 ENROLLMENT

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

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

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

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

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

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

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

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

ARTICLE 4 TERM OF AGREEMENT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply for any Delivery Term shall commence on the Delivery Term Start Date, and shall terminate on the Delivery Term End Date, each as set out in a Price and Term Appendix, unless terminated earlier under Article 4.2 below ("Term");

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

4.2 TERMINATION

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

- a) by the Aggregator or the Competitive Supplier if either Party fails pursuant to Article 4.4 to cure any breach of any material provision of, or obligation under, this ESA (including, but not limited to, Article 5.6.2 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching Party; or
- b) by the Aggregator or the Competitive Supplier if the other Party is in Bankruptcy as that term is defined in this ESA; or
- c) by the Aggregator or the Competitive Supplier if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction or if the Department exercises any lawful jurisdiction and invalidates or disapproves this ESA in whole or in significant part; or
- d) by the Aggregator in the event of the failure of the Competitive Supplier to supply All-Requirements Power Supply to Participating Consumers; provided, however, that the Aggregator shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply, through no fault of Competitive Supplier, is a direct result of a Force Majeure or, to the extent not qualifying as Force Majeure, actions or non-actions by any transmission service provider, the Local Distributor, the Aggregator, CPG, the ISO-NE, or a Governmental Authority.

4.3 OBLIGATIONS UPON TERMINATION

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

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

4.4 EVENT OF DEFAULT AND SPECIFIC PERFORMANCE

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

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties, provided however, any new pricing terms shall be negotiated, and the Parties shall amend this ESA by executing an updated Price and Term Appendix. Upon any such extension of this ESA, this ESA shall continue to be in effect, and all provisions of the ESA as amended shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

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

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall employ an adequate number of competently trained and experienced personnel to carry out its responsibilities; exercise all reasonable efforts to deliver or arrange to deliver a supply of such amounts of electricity to the Point of Delivery as are required under this ESA; comply in all material respects with all relevant industry standards and practices for the supply of electricity to Participating Consumers.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier shall provide, or cause to be provided, certain customer services to Participating Consumers and Eligible Consumers. Such services shall be reasonably accessible to Participating Consumers, shall allow Participating Consumers and Eligible Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Participating Consumers, the Aggregator, CPG, and the Local Distributor. A toll-free telephone number shall be established by Competitive Supplier on or before the Effective Date and shall be available for Participating Consumers to contact Competitive Supplier not later than 8:00 AM and continuing at least until 5:00 PM Eastern Prevailing Time, Monday through Friday, excluding federal holidays to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Aggregator will post Program-related information on the Aggregator's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

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

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

5.4.1 Renewable Energy Obligations

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

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

5.4.2 {Reserved}

5.4.3 Interruption to Delivery Service

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

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

5.6 CONSUMER DATA AND COMMUNICATIONS WITH CONSUMERS

5.6.1 Limitations

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

5.6.2 Ownership and Use of Consumer Data

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

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

5.6.3 Approval of General Communications

Prior to sending any direct mail, electronic mail, or other similar communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), Competitive Supplier shall provide a copy of such General Communication to the Aggregator for its review to determine whether such communication is essential to the operation of the Program pursuant to Article 5.6.1. The Aggregator shall have the right to object to such General Communications and suggest revisions, provided, however, that the Aggregator's approval shall not be unreasonably withheld or delayed. The Aggregator may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Aggregator, and the Competitive Supplier shall not send such rejected or excluded General Communication; provided, however, any such right of rejection or exclusion shall not apply to Competitive Supplier's notice to exercise or enforce its rights under the ESA, including but not limited to any notice of Force Majeure, Change in Law, or any communication required by the Department or any other Governmental Authority.

5.6.4 Direct Marketing

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

Competitive Supplier and/or the Aggregator wish to make available to Participating Consumers pursuant to this Article 5.6.4 is subject to Department approval. For the purposes of this provision, “direct marketing” shall include any outbound sales-based telephone call, mailing, or electronic mail from Competitive Supplier to a Participating Consumer through which Competitive Supplier markets products or services other than those being provided pursuant to this ESA. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such “direct marketing.”

5.6.5 Participating Consumer Lists

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

5.7 COMPLIANCE WITH LAWS AND STANDARDS

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

5.8 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Aggregator’s assistance in obtaining such consent or approval and the Aggregator anticipates that it will incur costs in fulfilling the Competitive Supplier’s request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it will continue to request the Aggregator’s assistance, and if so, the Competitive Supplier shall reimburse the Aggregator for all actual costs, up to the estimated dollar amount, reasonably incurred by the Aggregator in connection with such efforts.

ARTICLE 6 ROLE OF THE AGGREGATOR

Under this ESA, the Aggregator shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Aggregator (in addition to fulfilling its obligations under this ESA) is to set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA, and to enforce the Competitive Supplier’s compliance with those terms and conditions. The Parties agree that Aggregator is not a “distribution company”, “electric company”, “generation company” or “transmission company” within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Aggregator may be considered to be

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

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

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

7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's terms and conditions for competitive suppliers, as may be amended from time to time.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

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

7.4.2 Billing and Payment

Competitive Supplier shall cause the Local Distributor to prepare and mail bills to Participating Consumers monthly based on the meter readings performed by the Local Distributor for each Participating Consumer's meter(s). The Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable, the Competitive Supplier may bill based on its good faith estimates of usage, and any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The Retail Prices set out in any Price and Term Appendix do not include current and future charges collected or assessed by the Local Distributor pursuant to its distribution service tariff, or local transmission costs as may be imposed by NEPOOL, ISO-NE or individual electric utilities that have FERC transmission tariffs or other such distribution and transmission charges. All such costs will be billed to and collected from Participating Consumers by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs to the extent permitted by any Governmental Rules.

7.4.4 Taxes

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

ARTICLE 8 OPTIONAL PRODUCTS

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

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the regulations applicable to Competitive Supplier regarding the supply of retail power to Participating Consumers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). If a Participating Consumer so permits, to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Aggregator and CPG of any consumer complaints submitted to, and recorded by, the Department or the Massachusetts Attorney General's Office by a Participating Consumer and received by Competitive Supplier that Competitive Supplier is unable to resolve with the Participating Consumer within five (5) Business Days following Competitive Supplier's receipt of the complaint. Competitive Supplier agrees to notify the Aggregator and CPG of such complaints after the expiration of said fifth Business Day, and the Aggregator or its agent may, at Aggregator's election, participate and advocate on behalf of the Participating Consumer in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law.

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

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

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Reporting

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

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

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

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

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

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

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

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

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

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

11.1.2 Standard of Care

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

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

11.2 DISCLOSURE LABEL

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

11.3 BOOKS AND RECORDS

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

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

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

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW, JURISDICTION AND VENUE

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

12.2 DISPUTE RESOLUTION

The Parties agree to use their respective Commercially Reasonable efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. Notwithstanding anything in this Article 12.2 to the contrary, this Article 12.2 shall not prevent a Party from initiating litigation in order to toll an applicable statute of limitations, seeking injunctive relief to prevent irreparable harm, or seeking specific performance as provided by this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE SUPPLIER

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

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If an Aggregator Indemnified Party seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a Claim, or potential Claim as soon as practicable after learning of such Claim, or potential Claim, describing with reasonable particularity the circumstances giving rise to such claim. If requested by the Aggregator Indemnified Party pursuant

to Article 13.1, upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the Aggregator Indemnified Party.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

13.4 DUTY TO MITIGATE

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

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE SUPPLIER

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

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA by the Competitive Supplier are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Aggregator in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) To the best of its knowledge, none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Aggregator pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading;
- g) the Competitive Supplier is a Forward Contract Merchant.

14.2 BY THE AGGREGATOR

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

- a) this ESA constitutes the legal, valid and binding obligation of the Aggregator enforceable in accordance with its terms;
- b) the execution, delivery and performance of this ESA are within the Aggregator's powers, have been or will be duly authorized by all necessary action;
- c) the Aggregator has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) the Aggregator is authorized and empowered by the provisions of G.L. c. 164, § 134, to organize and implement the Program and has taken all action necessary to establish the Program;
- e) to the best of its knowledge, none of the documents or other written information furnished by or on behalf of the Aggregator or its agent(s) pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- f) no Bankruptcy is pending or threatened against the Aggregator nor is the Aggregator contemplating Bankruptcy;

ARTICLE 15 INSURANCE

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

ARTICLE 16 CONFIDENTIALITY

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

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

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

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants, and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

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

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

- a) any account information related to the Participating Consumers including, without limitation, account number, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier, including, but not limited to any guaranty or letter of credit;
- g) any non-public (as defined under the Public Records Law) information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 CHANGE IN LAW

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

ARTICLE 18 MISCELLANEOUS

18.1 ASSIGNMENT

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

18.2 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

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

If to Aggregator:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

With a Copy To:

Mr. Angus Jennings, Town Manager
Town of West Newbury
381 Main Street
West Newbury, MA 01985
(978) 363-1100 ext. 111

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended

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

18.3 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

18.4 ENTIRE ESA; AMENDMENTS

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

18.5 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after obtaining knowledge of the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of Force Majeure continues for a period of ninety (90) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that such termination by either Party shall not constitute a default under this ESA and shall not give rise to any liability to either Party.

18.6 EXPENSES

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

18.7 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Aggregator and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.8 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.9 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement. A PDF of a signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

18.10 THIRD PARTIES

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

18.11 WAIVER

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

18.12 CO-OPERATION

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

18.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date, is incorporated into this ESA by reference, and that it shall be construed harmoniously with this ESA to the greatest practicable extent; notwithstanding the foregoing, but subject in all events to Governmental Rules, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Aggregator will provide advance notice of any proposed amendments to the Plan to Competitive Supplier and thereafter provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.4 of this ESA.

18.14 ADVERTISING LIMITATIONS

18.14.1 Advertising and Marketing

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

18.14.2 Trademark and Trade Name

The Aggregator acknowledges that either the Competitive Supplier or Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Aggregator hereunder, and the Aggregator agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.15 PRESS RELEASES

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

18.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only and are not to be considered in construing this ESA.

18.17 SURVIVAL OF OBLIGATION

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

18.18 REMEDIES

18.18.1 General

Subject to the limitations set forth in Article 18.18.2 below and Article 4, the Aggregator and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.18.2 Limitations

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

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

18.18.3 Jury Trial Waiver

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

18.19 INTERPRETATION

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

[SIGNATURES ON FOLLOWING PAGE]

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

[COMPETITIVE SUPPLIER]

By: _____
Name:
Title:
Address:

Dated: _____

TOWN OF WEST NEWBURY

By: _____
Name: Angus Jennings
Title: Town Manager
Address: 381 Main Street
West Newbury, MA 01985

Dated: _____

EXHIBIT A

Enrollment and Pricing Procedures

Enrollment procedures

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch {if applicable}	<ul style="list-style-type: none"> • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice 			
New Eligible Consumers	<ul style="list-style-type: none"> • Will be initially placed on Basic Service • Will be mailed an opt-out notice with a respond by date • Will be automatically enrolled unless they exercise their right to opt-out • Enrollment will occur no sooner than 37 days after the mailing of the opt-out notice • May request enrollment at any time after becoming eligible. 			<ul style="list-style-type: none"> • May request enrollment at any time after becoming eligible
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	<ul style="list-style-type: none"> • May request re-enrollment at any time 			
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	<ul style="list-style-type: none"> • May request enrollment at any time 			

Pricing procedures

	Residential	Commercial	Industrial	Large Industrial
Initial Eligible Consumers at Program Launch	<ul style="list-style-type: none"> • Program rate for standard product 			
New Eligible Consumers	<ul style="list-style-type: none"> • Program rate for standard product 			<ul style="list-style-type: none"> • Then-current market price for product selected
Consumers Who Opt-Out and Subsequently Wish to Re-Enroll	<ul style="list-style-type: none"> • Program rate for product selected 			<ul style="list-style-type: none"> • Then-current market price for product selected
Competitive Supply Consumers Who Wish to Enroll after their Contract Ends	<ul style="list-style-type: none"> • Program rate for product selected 			<ul style="list-style-type: none"> • Then-current market price for product selected

APPENDIX A

FORM OF PRICE AND TERM APPENDIX NO. 1
West Newbury’s Community Choice Power Supply Program

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

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

STANDARD PRODUCT

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

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

OPTIONAL [X] PRODUCT {include only if applicable}

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

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

OPTIONAL [Y] PRODUCT {include only if applicable}

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

Table with 2 columns: Rate Class, Retail Price\$/kWh. Rows: Residential (\$ 0.00000), Commercial (\$ 0.00000), Industrial (\$ 0.00000).

2. Terms for System Supply Service

- (a) Delivery Term: The Retail Price applies to service commencing with the Participating Consumers’ first meter read dates for the month of [] (the “Delivery Term Start Month”) (billed in arrears, therefore the [] billing statements) and terminating with the Participating Consumers’ first meter read dates for the month of []

(the “Delivery Term End Month”) (final bill, therefore the [_____] billing statements).

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

3. Product Definition(s)

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

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

4. Renewable Energy Obligations

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

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

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

5. All-Requirements Power Supply

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

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

Consultant Fee: [\$0.0010/kWh]

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

Operational Adder: [\$0.0000]/kWh

- 8. Consumer Awareness Costs:**

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

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

- 9. Ratification of the Terms and Conditions of the ESA**

- a) Except as expressly amended or waived by this Price and Term Appendix, the terms, conditions, covenants, agreements, warranties and representations contained in the ESA are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.
- b) Nothing in this Price and Term Appendix shall, or shall be construed to, alter or amend any other Price and Term Appendices.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

[COMPETITIVE SUPPLIER]

By: _____
Name:
Title:

TOWN OF WEST NEWBURY

By: _____
Name: Angus Jennings
Title: Town Manager



**THE TOWN OF WEST NEWBURY'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



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



colonialpowergroup.com/west-newbury

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

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

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



Town of West Newbury

381 Main Street
West Newbury, Massachusetts 01985

Angus Jennings, Town Manager
978-363-1100, Ext. 111 Fax 978-363-1826
townmanager@wnewbury.org

TO: Select Board
FROM: Angus Jennings, Town Manager
DATE: July 7, 2023
RE: Proposed FY23 line item transfer requests

The Board is asked to refer to the Finance Committee, for their review and approval, the enclosed FY23 line item transfer requests. These transfers will be necessary to bring all expenditure lines within budget, and are proposed within the same budgeted department bottom line to the maximum extent feasible.

The proposed transfers are summarized as follows:

Amount	From (Acct. # and name)	Balance	To (Acct. # and name)	Balance
\$529.60	01-135-5400 Finance Dept. Expenses	\$5,170.50	01-135-5300 Tax Title / Foreclosure	-\$529.60
\$2,894.00	01-161-5112 Town Clerk Salary/Wages	\$13,332.67	01-162-5400 Board of Registrars Expenses	-\$2,894.00
\$35,652.50	01-210-5111 School Resource Officer	\$39,911.50	01-210-5113 Police OT Wages	-\$110,599.16
\$74,946.66	Police Salaries & Wages	\$74,946.66	01-210-5113 Police OT Wages	-\$110,599.16
\$1,211.27	01-230-5112 Dispatch Salaries/Wages	\$54,268.73	01-230-5113 Dispatch OT Wages	-\$1,211.27
\$16,434.00	01-420-5240 Town Bldgs. Improvements	\$29,977.75	01-420-5210 Town Bldgs. Op. Expenses	-\$16,434.00
\$16,423.38	01-420-5243 Street/Paving Repairs	\$41,817.00	01-420-5400 DPW Expenses	-\$16,423.38
\$4,230.94	01-420-5380 Highway Sidewalk & Trees	\$63,026.29	01-424-5410 Public Street Lights	-\$4,230.94
\$365.65	01-420-5380 Highway Sidewalk & Trees	\$63,026.29	01-420-5415 Electricity	-\$365.65

\$13,235.24	01-420-5243 Street/Paving Repairs	\$41,817.00	01-420-5530 Road Machinery Op. Expenses	-\$13,235.24
\$2,156.17	01-510-5200 Public Health Nurse	\$5,375.00	01-510-5291 Recycling	-\$10,156.17
\$8,000.00	01-510-5290 Waste Collection	\$42,101.26	01-510-5291 Recycling	-\$10,156.17
\$2,173.97	01-543-5499 Memorial Day Expenses	\$2,200.00	01-543-5689 Veterans Benefits & Expenses	-\$2,173.97
\$356.78	01-914-5172 Group Insurance	\$53,902.24	01-916-5173 FICA Insurance	-\$356.78

A proposed line item transfer form for each proposed transfer is attached. Signed copies will be available at Monday's meeting.

Upon Select Board approval, the Finance Committee would take up the proposed transfers at its meeting on Thursday, July 13th.

Part I ADMINISTRATION OF THE GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter 44 MUNICIPAL FINANCE

Section 33B TRANSFER OF APPROPRIATIONS; RESTRICTIONS

Section 33B. (a) On recommendation of the mayor, the city council may, by majority vote, transfer any amount appropriated for the use of any department to another appropriation for the same department. In addition, the city council may, by majority vote, on recommendation of the mayor, transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year, to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation. Except as provided in the preceding sentence, no transfer shall be made of any amount appropriated for the use of any city department to the appropriation for any other department except by a 2/3 vote of the city council on recommendation of the mayor and with the written approval of the amount of the transfer by the department having control of the appropriation from which the transfer is proposed to be made. No transfer involving a municipal light department or a school department shall be

made under the previous sentence without the approval of the amount of the transfer by a vote of the municipal light department board or by a vote of the school committee, respectively.

(b) A town may, by majority vote at any meeting duly held, transfer any amount previously appropriated to any other use authorized by law. Alternatively, the selectmen, with the concurrence of the finance committee or other entity established under section 16 of chapter 39, may transfer within the last 2 months of any fiscal year, or during the first 15 days of the new fiscal year to apply to the previous fiscal year, any amount appropriated, other than for the use of a municipal light department or a school department, to any other appropriation.

(c) No approval other than that expressly provided in this section shall be required for any transfer under this section.



Town of West Newbury
381 Main Street
West Newbury, Massachusetts 01985

Angus Jennings, Town Manager
978-363-1100, Ext. 111 Fax 978-363-1826
townmanager@wnewbury.org

TO: Select Board
FROM: Angus Jennings, Town Manager
DATE: January 27, 2023
RE: Short Term Rental Bylaw

The Building Inspector Sam Joslin will participate in Monday's meeting in support of the Board's consideration of this bylaw, continuing from the brief discussion at the June 26th meeting.

Our objective for the discussion will be to arrive at a recommendation regarding whether the Board may wish to propose repeal, or repeal-and-replace, of this bylaw. (Background materials, including recent Attorney General Bylaw decisions, included in 6/26/23 packet).

Based on the Board's direction, Town Counsel will work with a staff working group to prepare a proposal for potential consideration at the Fall Town Meeting.



G

Town of West Newbury

Select Board

selectboard@wnewbury.org

Volunteer Boards, Commissions and Committees (BCC) are an integral part of the Town of West Newbury's organization. Although their origins range from proposals from interested residents to town meeting approved bylaws, members are appointed by the Select Board/Town Manager and serve specified terms prior to being considered for reappointment. As appointed entities, the work of these BCC is expected to be consistent with current and long-term priorities of the Town. In order to facilitate this, the Select Board will periodically review the size, terms, objectives, and accomplishments of all appointed BCC and provide direction and/or identify changes necessary to better reflect Town needs and operations. Each BCC will be asked to participate in this process by completing the attached questionnaire and returning it to the Select Board for discussion in a public meeting.

Appointed Boards, Commissions and Committees

- Affordable Housing Trust
- Board of Fire Engineers
- Cable Advisory Committee
- Capital Improvements Committee
- Climate Change Resiliency Committee
- Community Preservation Committee
- Conservation Commission
- Council on Aging
- Cultural Council
- Energy & Sustainability Committee
- Finance Committee
- Harbor Committee
- Historic District Commission
- Historical Commission
- Investment Policy Committee
- Mill Pond Committee
- Open Space Committee
- Personnel Advisory Committee
- River Access Committee
- Tree Committee
- Whittier School Committee
- Zoning Board of Appeals



Board, Commission, Committee Review

Please complete the following. Note that the size of the answer space will expand as information is entered. Also review the attached forms maintained by the Town Clerk's Office and note changes.

Name of BCC	
Current Membership with Officers noted	1.
Length of Terms	
Meeting Schedule	
Location of Meetings	
Responsibility for Posting Meeting Agenda	
Responsibility for Taking Meeting Minutes	
Responsibility for Updating Website	
Town Staff Liaison/Support (if any)	
BCC Charge (Review attached excerpt from the 2023 BCC Charge document and note any differences with your objectives)	
Accomplishments since the last Evaluation	
Priorities for the Next Year	
Two Year Priorities	
Five Year Priorities	
How can the Select Board/Town Manager better support the work of this BCC?	
Is their other input you wish to provide?	
Completed by	
Date	



Town of West Newbury

Select Board

381 Main Street, West Newbury, MA 01985 | 978-363-1100, Ext. 115
selectboard@wnewbury.org

Public Hearing Notice

Amendment to the Personnel Policy

Monday, July 24, 2023 @ 7pm

On July 10, 2023, the Select Board proposed an amendment to the Personnel Policy. Any proposed new, amended or revised policies shall be posted for a period of at least ten days after being proposed by the Select Board, during which time comments, information and questions regarding any proposed policy may be provided to the Select Board. A public hearing shall be held following the ten-day posting period.

A public hearing will be held by the Select Board on the following proposed revision to Sec. 5.7 of the Personnel Policy, the Jury Duty Policy (proposed deletions in ~~strike through~~ and proposed additions in double underlined):

Current:

5.7 Jury Duty leave

Employees shall be granted leave when called for jury duty and shall be paid their regular wages for the first ~~three~~ five days, or part thereof, of jury service. Employees will be paid the difference between their regular wages and the amount paid by the court, provided employees present evidence of compensation received from the court to the Town Accountant. Employees are required to report for work while on jury service if released before the end of the regular work day.

Comments, information and questions from all interested parties may be sent to the Town Manager in advance (townmanager@wnewbury.org), or may be provided at the hearing. All interested parties are encouraged to attend.

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

K

PUBLIC EMPLOYEE INFORMATION	
Name of public employee:	Angus Jennings
Title or Position:	Town Manager
Agency/Department:	West Newbury
Agency address:	381 Main Street West Newbury, MA 01985
Office Phone:	(978) 363-1100
Office E-mail:	townmanager@wnewbury.org
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
APPEARANCE OF FAVORITISM OR INFLUENCE	
Describe the issue that is coming before you for action or decision.	<p>The Groveland Select Board recently voted to appoint me to the Groveland Economic Development Committee. I have not yet either accepted nor declined the appointment. While my participation on this Committee, as a Groveland resident, would not receive compensation, my employment contract requires advance Select Board approval of outside work, so I am filing this disclosure out of an abundance of caution.</p> <p>I believe that I could be of some assistance to my new home town as a member of the Economic Development Committee, and do not anticipate this interfering in any way with continuing to fulfill my responsibilities as Town Manager in West Newbury.</p>
What responsibility do you have for taking action or making a decision?	<p>As the Town Manager of West Newbury, my decisions and actions are governed and guided by the Town's bylaws and policies, and taken with the town's financial and community interests in mind.</p> <p>As a member of the Groveland Economic Development Committee, my duties would include working within the Committee structure to prepare recommendations or provide advice to the Select Board, Town Administrator, and the community generally.</p>
Explain your relationship or affiliation to the person or organization.	I am a resident of the Town of Groveland, and my proposed appointment as a Committee member was as a resident.
How do your official actions or decision matter to the person or organization?	I do not anticipate that my responsibilities on the Groveland Economic Development Committee would in any way intersect with my professional responsibilities to West Newbury. If any such instance were to arise, I would recuse myself and file disclosure at that time.
Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	

If you cannot confirm this statement, you should recuse yourself.	WRITE AN X TO CONFIRM THE STATEMENT BELOW. _X_ Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.
Employee signature:	
Date:	7/7/23

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.

Form revised July, 2012



Town of Groveland Board of Selectmen

183 Main Street
Groveland, MA 01834
Tel: 978-556-7207
Fax: 978-469-5000
Selectmen@grovelandma.com

Daniel MacDonald, Chair
Kathleen Kastrinelis
Edward Watson
Jason Naves
Mark Parenteau

June 6, 2023

Angus Jennings

Dear Angus,

Please be advised that the Board of Selectmen voted at their meeting on Monday, June 5, 2023 to appoint you as a member of the Economic Development Committee. Said appointment is effective July 1, 2023 through June 30, 2024. This position is an annual appointment.

Please stop by the Town Clerk's Office before attending a meeting so that she may complete the official recording of your appointment. Her office hours are Mondays 8:00a.m. to 8:00p.m., Tuesdays Wednesdays Thursdays 8:00a.m. to 4:00p.m., and Fridays 8:00a.m. to 12:00p.m. At that time, you will be required to submit a signed certificate of receipt, stating that you have received, read, and understand the Massachusetts Open Meeting Law. The O.M.L. Guide (revised October 6, 2017) and certificate of receipt is attached along with this letter.

Thank you for your service. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Rebecca Oldham
Town Administrator

Cc: Elizabeth Cunniff, Town Clerk



**Town of West Newbury
Select Board
Monday, February 13, 2023 @ 7:00pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes**

Open Session: Chairman Archibald opened the session at 7:00pm.

Participation in the Meeting:

- David Archibald, Richard Parker, Wendy Reed- Select Board Members
- Angus Jennings- Town Manager
- James Blatchford- Town Clerk
- Wayne Amaral- DPW Director
- Fred Chanania- Chair of the Tree Committee, via Zoom
- Jake Soucy- IT Services, via Zoom

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- West Newbury Black Oak Tree added to the Commonwealth's Legacy Tree List!
- Annual & Special Town Meeting: Monday, April 24, 2023 at 7pm
- Town Election Monday, May 1st
- Last day to obtain nomination papers from Town Clerk: March 9th at 5pm. Nomination papers due to Town Clerk by March 13th at 5pm.
- Call for volunteers! Open positions on Boards/Commissions/Committees. See www.wnewbur.y.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbur.y.org/subscribe

Regular Business:

- A. Update regarding Verizon network service outage affecting Town Offices from Feb. 7th to 9th**
(See Exhibit A, p. 7). Jake Soucy spoke to the Board about the outage which had occurred because Verizon had incorrectly purged the Town from a list of equipment... and it resulted in a shutdown. Soucy gave his own assessment of events and the service Verizon provided. Soucy refuted the claims that Verizon operated efficiently and unobtrusively. Soucy stated that Verizon was unprepared to handle the internet outage, which Soucy spelled out in a report. Reed asked if the problem was solved, and Soucy said it was. **No motion was made at this time.**

Item E was taken out of order at this time- discussion on Town Meeting Article 29 on Emerald Ash Borer mitigation. For further information see Item E below.

- B. Review of updated Rocks Village Signage proposal from MassDOT- Wayne Amaral, DPW Director**

(See Exhibit B, p.8-11). Amaral shared the good news that MDOT got Haverhill to agree to safety

warning signs regarding bridge height, but he queried the Board on whether they wanted a large sign for bridge clearance on the West Newbury side. Reed stated she did not think that the sign was that effective, and that it was not a striker bar. Consistency on both banks of the river for warning signs was deemed important. The group expressed their trepidation with the aesthetics but they believed the need for the signage was there. **Parker motioned to approve the sign in addition to a striker bar. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

C. Updates regarding Coffin Street conservation area / future Coffin Street and Cortland Lane accesspoints

(See Exhibit C, p. 12-15). Jennings briefly updated the Board that Greenbelt was continuing their trail work at the conservation area, though the work will eventually require permitting from the Conservation officials in Town. **No motion was made at this time.**

D. Update regarding progress implementing recommendations from ADA facilities audit- Wayne Amaral, DPW Director/Deputy ADA Coordinator and Sam Joslin, Building Inspector/ADA Coordinator

(See Exhibit, p. 16-69). Amaral prefaced his briefing of the Board with backstory on the process- that a grant was received for analysis of Town buildings, and it identified 73 problem areas. Funds had already been used to make improvements including signage, installation of ramps, and enhancements in other areas, but Amaral stated that larger projects were still waiting to be completed, namely at Page School. Archibald asked about any ADA compliance issues at Town Offices, and Amaral stated that the Offices were very compliant. The next step according to Amaral, following the “transitional plan” stage of compliance, was the development of an “action plan” which would require additional funding in FY24. **No motion was made at this time.** Following this Archibald queried Amaral about fencing on soccer fields in West Newbury which required adjustments to prevent balls from escaping. Archibald and Amaral went back and forth on solutions and the nature of the fencing problem (the bottom portion).

E. Discussion of proposed FY24 Town Operating Budget including updated FY24 Pentucket Regional School District proposed operating budget; Finance Committee budget review meeting schedule

(See Exhibit F, p. 17-77). Chania and Amaral offered testimony to the Select Board on the request for funds to mitigate Emerald Ash Borers laid out in Town Meeting Article 29, which would need \$60,000 every other year for injections. Chania and Amaral advised not using the treatment funds on dying trees and instead focus on defending the 177 healthy ash trees in Town. Archibald stated that the success rate of such programs in other states (WI, OR, NE) had been high, but caterpillars and moths and others that ate the tree would be potentially contaminated by the pesticides being used. Amaral told the Board that the Article provided the least risky but most expensive plan to protect the ashes. West Newbury would serve as a potential model for the saving of ash trees. **Parker motioned to recommend the Article. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Later in the meeting, Jennings stated he wanted the Board to be aware of a new, firmer budget number from Pentucket RSD though the final total had not been voted on by the School Committee. Jennings also pointed out slight changes in the District’s debt numbers. **Reed motioned to refer the updated education numbers. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Jennings drew the Board’s attention to modifications in the schedule for Finance Committee Budget review meetings, specifically with regard to public safety. The Town Manager and Select Board then discussed OPEB funding in Articles 18 (later Article 10 in the final Warrant). **Reed motioned that the Board change the rational and amount on Article 18 to 2% of the prior Fiscal Year OPEB liability. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

The Select Board examined the Select Board Budget, with Jennings highlighting the \$10,000 allotted for Professional Technical Services, and the Select Board observed they

found outside counsel for legal matters reasonably priced. The Board found no issues with the Budget overall. **Reed motioned to recommend approval of Article 17 (later Article 9) for the transfer or appropriation of funds to the Pension Liability Stabilization Fund. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** The Board next took up the matter of the School Stabilization funds, with Parker stating he believed the payments into the Fund should be over a longer amount of time to better match real circumstances. Archibald disagreed with this approach. **Reed motioned to amend the amount requested in Article 3 (later Article 3 in the final Warrant) to \$200,000 for the Fiscal Year. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

The Board then examined Article 37 (later Article 16). **Reed motioned to approve the Article in the amount of \$7,500. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

The Board considered Article 39 (later struck from the Warrant) on electrical inspectors. **Parker moved that they approve M.G.L. 156 Section 2A. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

The Select Board discussed scheduling for future Budget meetings.

F. Follow-up discussion of proposed warrant articles for spring Annual and Special Town Meetings; including update regarding proposed article regarding Page/Pipestave crosswalk and Rte. 113 sidewalks

Archibald spearheaded discussion earlier in the meeting (after Item D) on how much West Newbury could carry out on its own without running up against MDOT regulations, since a grant the community had hoped for had not come through. Amaral suggested the Town find out where they stood within the state's priority list to determine whether the Town should explore developments of the crosswalks and sidewalks independently. The Board and Amaral and Jennings discussed that Town Meeting should vote to raise funds for design of the safety corridor to enhance the Town's chances of receiving funding in other areas, demonstrating action toward goals versus presenting the state with a "wish list".

G. Request for authorization of ARPA funds, and discussion of potential future allocation of ARPA funds

(See Exhibit G, p. 78-172). Town Manager Jennings requested the approval to use \$9,500 in ARPA funds to employ the assistance of Clifton Larson Allen LLP and their grant management consulting services for the dispersal of the ARPA money. Reed asked if their services would be employed for a year, but while the contract stated that their services were available for up to five years the rate for the services would potentially vary each year. The Select Board thought the assistance a good investment. **Reed motioned to approve the usage of the funds (and for the Town Manager to sign the contract with Clark Larson Allen LLP). Parker seconded. The motion unanimously passed (3 Yes, 0 No, 0 Abstain).**

Following this vote, Jennings stated that authorization at Town Meeting of PEG Funds annually had not happened in several years, and asked the Board for their feedback on who should handle developing the monetary requests for Town Meeting (i.e. Select Board, Cable Advisory Committee, etc.) Parker and Reed suggested asking the Cable Advisory Committee to better understand their needs such as the replacement of a server as well as for recommendations on Budget asks.

Following conclusion of Item I, **Archibald motioned to add an unexpected Item to the Agenda related to recent developments in national opioid litigation.** A vote on this matter was taken following Item H.

H. Town Manager contract

Parker motioned to approve the contract revision, with further details to be hashed out in Executive Session. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).

Archibald motioned to join the federal multidistrict litigation against CVS, Walmart, Walgreen's, Teva, and Allergan. He then provided further information about the lawsuit and surrounding events, including the possibility of fund awarded should the suit succeed. Parker told the group that while the language of the suit and how any moneys might be dispersed is vague, joining it would be financially wiser than pursuing litigation on their own as a Town. **Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Town Manager Updates:

I. Middle Street Bridge updates

(See Exhibit I, p. 173). Jennings updated the Board on the status of the permitting process after a meeting with the grant administrator who told him that the state may not be entertaining any requests for extensions past FY23 until all of the 3rd Quarter reports were out. **No motion was made at this time.**

J. Verizon cable franchise agreement; updates from recent meetings of Cable Advisory Committee

(See Exhibit J, p. 174-177). Meeting updates revealed the Cable Advisory Committee had discussed expanding their membership and that the Select Board would be the signatories on upcoming negotiations with Verizon regarding the cable agreement. Archibald was not clear what the Select Board would be negotiating in this process, given the structure of the current local TV agreement. The lack of a concrete charge for the Committee was raised by Jennings. **No motion was made at this time.**

K. Updates on ongoing/active projects/initiatives

(See Exhibit K, p. 178). Archibald asked Jennings what data and funds would be used for the 31 Dole Place well project, and the Manager replied that he was working on a scope for the project, which he planned to share with the Select Board for future distribution to the public. **No motion was made at this time.**

L. Follow up meeting assignment; placing items for future agendas

No motion was made at this time.

Archibald motioned to adjourn the session. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The session adjourned at 10:32pm.

To view a video recording of this meeting, use the link below:

https://www.youtube.com/watch?v=_Y_23Q4uosA



**Town of West Newbury
Select Board
Monday, February 27, 2023 at 7:00pm
381 Main St., Town Office Building
www.wnewbury.org
Meeting Minutes**

Open Session: Select Board Member Rick Parker opened the session at 7:09pm.

Participation at the Meeting:

- David Archibald, Richard Parker, Wendy Reed- Select Board, via Zoom and in person
- Angus Jennings- Town Manager
- Michelle Greene, Conservation Agent
- Rich Morrell- Representative, Yukon Sports, via Zoom
- Brad Buschur- Park and Recreation Commissioner, via Zoom
- David Detmore- West Newbury resident, speaking on State Flag and Seal redesign, via Zoom

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below
- Annual & Special Town Meeting: Monday, April 24, 2023 at 7pm
- Town Election Monday, May 1st. Last day to obtain nomination papers from Town Clerk: March 9th at 5pm
Nomination papers due to Town Clerk by March 13th at 5pm
- Call for volunteers! Open positions on Boards/Commissions/Committees. See www.wnewbury.org/volunteer
- Reminder to subscribe for emailed Town agenda as/news/announcements at www.wnewbury.org/subscribe

Regular Business:

A. Special Event Permit Application - Road Race on June 11 at 8am - Yukon Sports LLC

(See Exhibit A). The Board confirmed dates and route with race organizer Morrell. Reed determined that Yukon had not reached out to West Newbury public safety, and Jennings explained that the Board and the Police and Fire Chief would review the permit. Reed requested that Morrell put up signage to alert the public along the race route to potential impacts of the race. The Board opted to delay an approval until further review of race details. **The Item was tabled for a future meeting.**

B. Request for temporary signage to promote Cani-Cross event - Carol Decker, Essex County Trails Assn.

(See Exhibit B). Reed established where the signage was to be placed, since there was confusion as to the exact location from the request. Parker stated the signs should be on the east side of the intersection to improve safety and visibility. **Reed motioned to approve the request for signage at Pipestave. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

C. Follow-up discussion of proposed warrant articles for spring Annual and Special Town Meetings; including article proposals from Parks & Rec Commission, and Open Space Committee

(See Exhibit C). Jennings laid out the Articles Park and Rec was bringing before Town Meeting including:

Article 32, an infield turf grater for Town fields. Buschur explained that the equipment would bring in-house maintenance activities for Park and Rec fields leading to more efficiency/lower costs. The grater would prevent weed growth on the turf. Buschur stated that the equipment would enhance desirability of the municipal assets, but the primary site of usage would at Bachelor Playing Fields. **Reed motioned to support the Article. Parker seconded. The motion passed. (2 Yes, 1 No, 0 Abstain).**

Article 33, Pipestave Field Six restoration. Buschur justified the proposal as a response to heavy use of the field by high school sports and other groups. Parker thought the maintenance was necessary, and Buschur stated that a consulting company (Osborn Organics) would continue to provide input to the DPW on how to properly restore and maintain the field, and that fuller discussions would be required to determine the exact nature of the costs. **Archibald motioned to approve the Article. Parker**

seconded. The motion passed. (2 Yes, 1 No, 0 Abstain).

Article 34, Pipestave soccer field fencing. The quote in the Article was sourced from Olympic Fencing Company. The fence was not as durable as expected upon installation, leading to many loose balls escaping, and damage from persons pushing up against it. **Reed motioned to support the Article. Archibald seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Item D was taken out of order at this time. See Item D below.

Article 42, Zoning Bylaw recodification. **Archibald motioned to approve the Article. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 16, appropriation from the Septic Loan Revolving Fund. **Reed motioned to approve the Article. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 22, allocate/reserve CPF revenues. **Parker motioned to approve the Article. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 30, Page School security cameras. **Reed motioned to approve the Article. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Article 35, cemetery cleanup. **Reed motioned to approve the Article. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Parker brought to Jennings' attention the irrelevance of Article 36- supplemental funding for a solar feasibility study- since alternative means of calculation had been acquired. Jennings told the Board he would notify the Finance Committee that the Article would be dropped from the Warrant.

Article 38, invasive species management. The Board heard about the Article from Michelle Greene, with updates on the invasive species management internship programs. The Article provides funds to continue the intern's work by employing a professional company when the program concludes (mowing, herbicide usage, and removal). The Cherry Street Conservation Area would be one of the main targets of this continued management. Two other parcels were selected as well. Greene stated that a more definite scope and potential costs would be available to the public by the time of Town Meeting. Archibald requested that more information be provided on herbicides being used near aquatic resources. **Reed motioned to approve the Article. Parker seconded. The motion passed. (2 Yes, 1 No, 0 Abstain).**

Jennings and the Board discussed other Articles on the Warrant, but no more votes were taken on them during this session.

Item H was taken out of order at this time. See Item H below.

D. Citizen petition article received regarding proposal to change Massachusetts state flag

(See Exhibit D). Detmore provided the Board with exposition on the success of similar petitions at other Town Meetings. He apologized for the submission of the petition too late, and hoped that it would be considered on the Warrant nonetheless. Jennings explained to the Board that the measure could be introduced as a non-binding resolution at the Meeting, but would avoid unsealing the Warrant. Detmore expressed his satisfaction with the idea, but Archibald stated that he did not like the inclusion of non-binding resolution votes in Town Meeting settings, stating that such resolutions could "cripple" Town Meeting in future. **Reed motioned that the Resolution be brought before Town Meeting with a favorable recommendation. Parker seconded. The motion passed. (2 Yes, 1 No, 0 Abstain).**

E. Updates regarding proposed FY24 Town Operating Budget incl. Finance Committee reviews to date

(See Exhibit E). **No motion was made at this time.**

F. Discussion of potential scope for best use of Commonwealth economic development budget earmark for West Newbury (Ch. 268 of the Acts of 2022 Coronavirus State Fiscal Recovery Fund)

(See Exhibit F). The Town Manager shared that West Newbury was one of five communities that received a \$50,000 earmark. Jennings stated that enthusiasm had been shared around using the funds for enhanced pedestrian safety, and the Board studied a sketch of enhancements made by the DPW. The first step would be to secure a contract for the process. **Reed motioned to utilize the earmark for possible Town Center pedestrian safety improvements. Archibald seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

G. Discussion of Congressman Moulton invitation to submit projects for consideration for potential Federal FY24 Community Project Funding; potential applicability to Middle Street Bridge

(See Exhibit G). Jennings shared with the group that the annual outreach from the Congressman's office regarding project submission had occurred. The timeline would be very tight to put a proposal out under the parameters of the invitation. Jennings urged the Board to keep their eyes peeled for appropriate programs that could be utilized under the

parameters, specifically for the Middle Street Bridge. Jennings stated that there was no information on whether the Bridge project was in motion at the State level. **No motion was made at this time.**

H. Request for renewal of Employee Health Insurance Opt-Out Program for FY24-26

(See Exhibit H). Archibald motioned to approve the recommended increases to the Program. Reed seconded. Reed questioned how much the Town saved from various opt-out variables, and whether such a Program was typical of towns in the areas. **The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

I. Proposed adoption of Financial Policies (recommended from MassDOR Division of Local Services Municipal Best Practices grant)

(See Exhibit I). Jennings requested the meeting pass over Item I. **No motion was made at this time.**

J. Meeting minutes: January 18, 2022; December 19, 2022

(See Exhibit J). Reed motioned to approve the meeting minutes for December 19th with revisions. Parker seconded. **The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** Reed motioned to approve the meeting minutes for January 18 without revisions. Parker seconded. **The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

Town Manager Updates:

K. Update re scope/budget for pedestrian planning (Page/Pipestave/113 intersection); and proposed use of FY23 MA Office of Tourism earmark to advance this work

(See Exhibit K). Jennings stated a \$30,000 earmark had been received from the Office of Tourism, which would be a help to the intersection planning project, particularly to get mockups and permitting through MASSDOT. Providing scopes of the project to the Board, Jennings asked them for input on how to best make use of the time available to use the funds. **No motion was made at this time.**

L. Update re initial advice from ARPA consultant

(See Exhibit L). Jennings stated that a phone call with the consultant had answered preliminary questions, and that the Town planned to get answers submitted in writing in the near future for reference. One important mandate that was clarified was that the project would have utilize American-made materials. **No motion was made at this time.**

M. Update regarding selection of consultant for MBTA Communities Act planning work

(See Exhibit M). Jennings stated that the presentation Dodson & Flinker Landscape Architects had made to become the Town's compliance specialists with the MBTA Communities Act had impressed Town officials, and that they would be a valuable partner. Jennings touted the rollout of "Project Pages" on the Town website that would inform people about ongoing works projects. **No motion was made at this time.**

N. Updates on ongoing/active projects/initiatives

(See Exhibit N). Jennings stated a MyRec training was upcoming, and updates were being made to the platform's information. Jennings informed the Board about the costs of a joint Animal Control Officer with Newburyport. **No motion was made at this time.**

O. Follow up meeting assignment; placing items for future agendas

No motion was made at this time.

Parker motioned to adjourn the session. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The session adjourned at 10:00pm.

To view a video recording of this meeting, use the link below:

https://www.youtube.com/watch?v=Oi-ZYloFW_4



Town of West Newbury
Select Board
WEDNESDAY, March 29, 2023 @ 6:15pm
381 Main Street, Town Office Building
www.wnewbury.org
AGENDA

Open Session: The open session was called to order at 6:24pm by Chairman Archibald.

Participation at the meeting:

- David Archibald, Richard Parker, Wendy Reed- Select Board Members
- Walt Burmeister, Ross Capolupo, Daniel Innes, Dan James, Rob Phillips, Jim Spelakis, Chris Wile- Finance Committee
- James Blatchford- Town Clerk
- Angus Jennings- Town Manager

Regular Business

A. Joint Meeting with Finance Committee: Review and discuss budgets and articles for spring Annual and Special Town Meeting

Finance Committee member Phillips had a suggestion regarding the Water Commission instructions which he had distributed at the meeting **Phillips motioned to accept the instructions for the Water Commission Article 5. Finance Committee member Wile seconded.** There was discussion, Finance Committee members suggested presenting this portion of article/motion at Town Meeting. Phillips felt something similar to the wording he presented regarding a financial audit or long-term reporting must be done as soon as possible. Archibald also believes agreement with Newburyport over water may be more important at this point. Phillips believes both could be presented at town meeting however did not feel a long list of directions would be needed. Phillips feels with instructions it would ensure participation from the Water Commission in the review and the final report would show any needs/changes. Select Board also feels any future contracts need review and are in need further oversight so no contracts/agreements are signed solely by water without procurement/approval. Currently the Select board is trying to use its leverage with Newburyport and the current project linking the reservoirs to get a discussion on water rates with West Newbury. The Finance Committee will write a rationale for Article/instructions and why this particular motion is going to be made for instructions to the Water Commission. There was an additional question regarding retirement for Water employees and is their budget adequate. The Select Board feels an added instruction regarding any future intermunicipal agreements is needed specifically for the negotiating unit and signatories. Additional comments regarding long term regional agreements especially with larger cities, i.e., Haverhill, Amesbury, Newburyport, may become necessary. Select Board asked the Town Clerk to work with the Town Manager on wording of motion to present to the Select Board at their next meeting.

Archibald motioned to adjourn the session. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain). The session adjourned at 7:48pm.



Town of West Newbury
Select Board
Monday, June 26, 2023 @ 5:30pm
381 Main Street, Town Office Building
www.wnewbury.org
Meeting Minutes

Open Session: Chairwoman Reed opened the session at 7:04pm.

Participation at the Meeting:

- Rick Parker, Wendy Reed, Chris Wile- Select Board
- Angus Jennings- Town Manager
- Chief Michael Dwyer- West Newbury Public Safety, via Zoom
- Christine Wallace- Dept. of Public Works, via Zoom
- Robert Janes- Chair of the Water Commissioners
- Chip Wallace- Chair of the Energy and Sustainability Committee
- Robert Phillips- Chair of the Finance Committee
- Kevin Dandrade, Rebecca Dean- Engineers of TEC Incorporated

Announcements:

- This meeting is being broadcast on local cable TV and recorded for rebroadcast on the local cable channels and on the internet. Meeting also accessible by remote participation; instructions below.
- Celebration of Life for Mary Dorothy "Dot" Cavanaugh- Tuesday, June 27 at 4:30pm, SAGE Center
- Housing Opportunities Initiative/MBTA Communities Design Workshop, Tuesday, June 27"" at 6pm
- 2023 Summer Bandstand Concert Series-Thursdays at 6:30pm - list of performers located on Town website
- Call for volunteers! FY24 positions on Boards/Commissions/Committees. See www.wnewbwy.org/volunteer
- Reminder to subscribe for emailed Town agendas/news/announcements at www.wnewbury.org/subscribe

Regular Business:

A. Updates since June 5th discussion of Ash Street posted speeds/ speed limit enforcement

Reed updated the Board that further wildlife injuries had occurred since the previous Select Board discussion on this topic, and that several options for mitigating the problem had been examined, including closing the road temporarily/seasonally, increasing police patrols on the Street, with the potential introduction of traffic calming (speed bumps and other methods), as well as wildlife barriers. All three major options were not feasible for a number of reasons. Chief Michael Dwyer has been working on lowering the weight limit and reaching out to others to remind them of speed limits. Parker stressed the need to communicate clearly with various stakeholders regarding the issue including the Dept. of Transportation and the Dept. of Fish and Wildlife. Overall, it was determined that speed bump deployment might be the best option. **No motion was made at this time.**

B. Presentation of updated plan for improvements to Route 113 (Main Street) crosswalk between Page School and Pipestave; and overview of Route 113 ped/bike safety planning process -TEC Consultants

(See Exhibit B, p. 17-26). Representatives from TEC, hired to develop a concept for the safety improvements, showed a slideshow providing information on their efforts to date. Prior to the presentation Town Manager Jennings provided a brief recap of the process to date. Kevin Dandrade stated that the preliminary estimate for all costs in the project was \$240,000. TEC displayed several maps and images with details of changes to sidewalks and roads including flashing beacons for the crosswalks, changes to sidewalks, and the enhancements of entries to roads and parking lots at the Pipestave Recreation Area Driveway. Dandrade then provided updates on the firm's plan for the corridor as a whole, stating that activities such as aerial photography, public outreach, and gathering of crash data were underway. He hoped to have a public hearing in the Fall to receive feedback. Dandrade, Dean, and Wallace answered brief questions from the Board. **Parker motioned to approve the submittal of the "25% Design Plans" to MassDOT. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**

C. Updates regarding research into potential conversion to LED Streetlights - Energy/Sustainability Comm.

(See Exhibit C, p. 27-29). Chip Wallace told the Board that neighboring communities had made this switch (Amesbury, Haverhill, and others), and that he had looked into the process which would cost \$130,000 to do (with potential defrayment from grants) but reduce the costs of running the lights about 50%. The Merrimac Light Department had offered to install a demonstration unit in Town with adjustable color and brightness. A short discussion occurred on where to install the demonstration light, but no final place was determined, and Wile asked for clarification on the costs of the installation, which Parker explained would include both the installation and the product. The Select Board decided to wait to approve the project until lighting conditions, location, and other factors were nailed down. **Item was tabled for a future meeting.**

D. Update on work to pursue potential creation of new public water source at 31 Dole Place

Reed guided the room through a slideshow on the years 2015 to 2023, focusing on the acquisition of the land and using it for a well, as well as the various pitfalls in the process including testing the site, expenses occurred, and attempts to purchase the property from its owner. Wile expressed his reservations at the cost and uncertainty of the project- with no guarantees on returns as a stable water source. He suggested exploring other options to find water with Janes stating that the 31 Dole Place option was one of the best hopes to meet the Town's water needs. A contract with an engineering firm had been signed to pursue the next steps of the project, Reed said, and they would provide updated costs for Special Town Meeting vote in October, with further final decisions to be made in April. **No motion was made at this time.**

E. Review of recommended vendor selection: Page School Conditions Assessment

(See Exhibit E, p. 30-81). The Town Manager informed the Board that a vendor had been chosen, and gave the reason for their selection. Wile asked what the value of the contract would be. Jennings responded by saying it would be \$89,000, with Rob Phillips questioning the costs. The timeline of the project would be “very aggressive” once the contract would be formalized. **Parker motioned that the Town Manager be allowed to negotiate with the vendor for the Page School Conditions Assessment cost. Reed seconded.** Wile requested to modify the motion to include that the negotiation be contingent upon approval of the Town Accountant that the financial statement is satisfactory. **The amended motion passed. (2 Yes, 1 No, 0 Abstain).**

- F. Request for authorization to apply for MassDOT Small Bridge Grant for Middle Street Bridge**
(See Exhibit F, p. 82). **Parker motioned to authorize the Town to apply for the MassWorks grant. Wile seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- G. Review of draft LAND grant application for proposed acquisition of Sawmill Brook property**
(See Exhibit G, p. 83-109). Jennings felt that the application checked a lot of boxes, and he and Wile praised the hard work done on the application. **No motion was made at this time.**
- H. Review of projects approved for ARPA funding, and potential new projects for consideration**
(See Exhibit H, p. 110-121). The Board reviewed additional items to fund with ARPA dollars, as well as ones already approved to use said funds. Parker hoped to contribute ARPA funds toward the Middle Street Bridge project and the group spent time running through the costs associated with the project pulling from a variety of funding scenarios (combinations of grants, ARPA, Town budgets, and other areas). Reed suggested possibly using the funds for water infrastructure replacements, but Parker felt that achieving this in a short timeframe was a tall order. The Board discussed timeframes for grant applications and proposals. Reed also suggested assessing installing solar panels as part of the Page School feasibility study. **No motion was made at this time.**
- I. Approval and signing of the borrowing paperwork in connection with the Town's \$1,020,000 Bond Anticipation Note dated July 12, 2023, payable July 12, 2024**
(See Exhibit I, p. 122-137). Jennings explained the need for the approved borrowing, mostly related to underestimated costs in infrastructure projects. **Wile motioned to approve the wording in the paperwork. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- J. Request for appointment of Ian Kenneth James as Associate Planning Board member**
(See Exhibit J, p. 138). **Wile motioned to appoint Ian Kenneth James to the Planning Board. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- K. Consideration of requests for Committee member reappointments for FY24**
(See Exhibit K, p. 139). **Parker motioned the Board appoint the list of members in Exhibit K in the Packet to the respective Boards, Commission, and Committees, with the exception of Walter Burmeister whose interest was unconfirmed at the time of the meeting. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- L. Review and approval of FY24 Grade/Step Compensation Schedule**
(See Exhibit L, p. 139-140). Item M is mislabeled Item L in packet. The FY24 Step increase was 3%. **Parker motioned to approve the 3% increase. No second was made. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).** **Wile motioned to approve the wage schedule as submitted. Reed seconded.**
- M. Review and approval of FY24 employee wage schedule.**
Wile motioned to approve the wage schedule as submitted. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).
- N. Item N. in packet- Requests for reappointment of Emergency Management Agency representatives/staff for FY24**
(See Exhibit N, p. 142-149). The Board and Town Manager discussed how the process of appointment works, and potentials for reformation of the process at the local level. **Parker motioned to reappoint the Emergency Management Agency representative, with amended term expirations. Reed seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- P. Acknowledgement of receipt of Ethics Disclosures from Summer Rec program staff and Water Superintendent**
(See Exhibit P, p. 150-159). Jennings explained that the disclosures were mandated even for Summer Rec staff and Water Superintendent, and that the Board would be acknowledging the receipt of the ethics disclosures. **Parker motioned to acknowledge the disclosures. Wile seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- Q. Request for authorization to waive Personnel Policy to allow payment to employee for more than 3 days of required Jury Duty -Angus Jennings, TownManager**
(See Exhibit Q, 160). **Wile motioned to waive the Personnel Payments to allow payments. Parker seconded. The motion unanimously passed. (3 Yes, 0 No, 0 Abstain).**
- R. Meeting minutes: Feb. 13, 2023; Feb. 27, 2023; March 29, 2023; April 24, 2023; May 22, 2023 & June 6, 2023**
(See Exhibit R p. 161-176). **Parker motioned to accept the meetings. Reed seconded. The motion passed. (2 Yes, 0 No, 1 Abstain).**

Town Manager Updates:

- S. Summary of Town Counsel review of short-term rental bylaw**
(See Exhibit S, p. 172-199). The Board debated whether they wanted to encourage the growth of short-term rentals as an option in the Town of West Newbury, reflecting on the pitfalls and the present bylaw's vagueness. Their hope was to gather more input from Town government before bringing any changes in the bylaw's language to Special Town Meeting in October. They resolved that tackling the short-term rental issue, perhaps imposing a time limited rental period, would be the better approach before regulating Accessory Dwelling Units in the near future. **No motion was made at this time.**
- T. Update from Planning Board housing opportunities session held on June 20th**
The Board received a recap of the event from attendees Jennings and Reed- the emphasis on educating the public on these issues was stressed, and the potential for major penalties for not following through on the

housing development as mandated by state regulations. **No motion was made at this time.**

U. Affordable Housing Trust (AHT) work toward creating Small Grant Program; and work toward finalizing sub-grant agreement for AHT use of CPA funds

Jennings stated that the Small Grant Program was nearing its debut, the monies being put toward various home improvements in the community with the usage of CPA funds to assist. **No motion was made at this time.**

V. Procurement updates

The Town Manager provided information on assorted procurement efforts for invasive species management and other areas. Reed asked if the Chief Procurement Officer was generally a distinct entity in other Town governments, and Jennings relayed that it varied by community, and stressed the density of the duties as Acting CPO. Parker asked about the status of the Office phone system, and Jennings responded that the examination of a new system was still underway. **No motion was made at this time.**

W. Updates on other ongoing/active projects/initiatives

(See Exhibit W, p. 200-201). See above. **No motion was made at this time.**

X. Follow up meeting assignment; placing items for future agendas

Reed motioned to adjourn the session. There was no second. The session adjourned at 10:20pm.

To access a video recording of the meeting, use the link below:

<https://www.youtube.com/watch?v=Vh5jxea03G8>

DRAFT



Attendees:

Angus Jennings, Town Manager of West Newbury, MA
Mark Marlow, Water Superintendent of West Newbury, MA
Sarah Bounty Ridyard, Project Manager, Weston & Sampson
Kevin MacKinnon, Senior Technical Leader, Weston & Sampson

Project name: *Peer Review of Dole Place Wellfield Evaluation*

Project number: ENG23-0667

Date: Thursday, July 6, 2023

Time: 9:30 AM

Location: Town Offices, 381 Main Street, West Newbury

Agenda:

- Introductions
 - Angus Jennings, Town Manager of West Newbury, MA
 - Mark Marlow, Water Superintendent of West Newbury, MA
 - Sarah Ridyard, Project Manager, Weston & Sampson
 - Kevin MacKinnon, Senior Technical Leader, Weston & Sampson
- Project Goals & Objectives
 - Long term goals
 - Water Independence/Interconnections
 - Sea Level Rise Resilience
- Permitting Considerations
 - DEP
 - MEPA/MESA
- Information Requested
 - Hydraulic model of the water system and any updates made by Tata & Howard as part of their analysis
 - BRP WS 19 New Source permit application submitted to MADEP for the site
 - Town's water system – ASRs and other general information
 - Newburyport interconnection
 - PFAS
- Town Points of Contact
- Schedule
 - Kickoff meeting (today, 7/6/2023)
 - Follow up meeting prior to 9/1/2023
 - Next meeting scheduled: _____
 - Final Report by 10/1/2023
- Site visit 10:15am 31 Dole Place

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Town of West Newbury Massachusetts

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Published on *Town of West Newbury MA* (<https://www.wnewbury.org>)

[Home](#) > [Town Projects](#) > MBTA Communities - Housing Opportunities Initiative

MBTA Communities - Housing Opportunities Initiative

May & June Work Plan

Dodson & Flinker is preparing for the first Housing Opportunities Community Forum scheduled for June 20th during the regularly scheduled Planning Board Meeting.

Preparation includes a guided **OWN TOUR**, background **INTERVIEWS**, research on **HISTORY OF DEVELOPMENT** in West Newbury, identification of **POPULATION AND HOUSING TRENDS**, and extensive mapping of **NATURAL FEATURES** including soils, water resources, topography, land critical for habitat and others, and mapping of **LAND USE**.

At the **June 20th** Community Forum, Dodson & Flinker will share the results of their findings in a series of graphics and maps to illustrate existing conditions within town and set the groundwork for exploring and evaluating different areas in town that may be suitable for housing at a density that is higher than is typical for West Newbury to date.

Meeting Recording: [View HERE](#)

Presentation: [View HERE](#)

Over 40 participants attended the Community Forum to learn about the requirements for a multi-family zoning district or districts, to learn about constraints to and opportunities for housing development throughout town, and to share ideas, concerns and questions.

The Recording and Breakout Room Summaries will be posted soon!

The following Tuesday evening on **June 27th**, Dodson & Flinker will facilitate an in-person Interactive Design Workshop that invites community members to engage in design explorations of specific sites. More information to come.

Here are a few examples to show what multi-family housing densities can look like. Because on-site wastewater treatment is required in West Newbury, projects like these would need more land in West Newbury and would therefore end up with a lower residential density.



Adaptive re-use of an existing single-home family
4 units on a .5 acre site
Approximate density: 17 units per acre





Addition to a historic building plus two new buildings to rear of a site in Scituate, MA
30 units and 3 commercial spaces on 1.4 acres
Approximate density: 21 units per acre



New construction in Brookline, MA
24 units on 1.1 acres
Approximate density: 22 units per acre



New construction in Hyannis, MA
46 units in 5 new buildings on a 1.5 acre site
Approximately density: 30 units per acre



Historic townhouses in Newbury, MA
11 units on a .18 acre site
Approximate density: 60 units per acre



Addition to a historic building in Northampton, MA
31 units on a .5 acre site
Approximate density: 62 units per acre

The Consultant Team, Dodson & Flinker, will present and lead this initial community discussion.

- MBTA Communities Law and Guidelines
- Project Scope and Schedule
- Our Plan for Working with the Community
- Discussion of Opportunities and Concerns

Overview

In 2020, to help address the Commonwealth's acute housing crisis, the General Court (legislature) amended the State Zoning Act (MGL 40A) with a new **Section 3A** that requires so-defined MBTA Communities^[i] to adopt a Zoning District Bylaw that encourages the production of multi-family housing.

The Zoning District must allow a minimum gross housing density of 15 units per acre, allow multi-family housing (3+ units/dwelling) by right, and follow further guidelines developed by the Department of Housing and Community Development (DHCD). The Final Guidelines can be found [HERE](#).

For West Newbury the Final MBTA Communities Guidelines require the Town to create a Multi-Family Zoning District (or Districts) of a size and in a location (or locations) of its choosing provided that the overall zoning meets the Section 3A requirements and allows for the development of at least 87 housing units (called unit capacity).

Communities that do not comply with Section 3A will become ineligible for funding from at least three sources including the Local Capital Projects Fund, where some Housing Authority Funding comes from, and the MassWorks Infrastructure Program, a common source of funding for public water, sewer, and road projects that support economic development and housing.

The Town submitted its Interim Compliance Action Plan, as approved by the Planning Board and Select Board on January 19th. The Interim Compliance Action Plan (view [HERE](#)) outlines

anticipated actions the Town will take to come into full compliance by December 31, 2025.

Using funds granted from the State's Rural and Small Town Grant program, the Town has secured the services of a design and planning firm to lead an iterative community planning process that evaluates options for addressing local housing needs and for meeting the requirements of Section 3A through the establishment of a Multi-Family Zoning District.

To select the Consultant, the Town distributed a Request for Qualifications (RFQ) [view [HERE](#)] to an approved list of Consultants on January 23rd with responses due February 9th. Following presentations from the responding Consultants on February 21st, the Planning Board unanimously recommended the firm of Dodson and Flinker to lead the project.

[Dodson & Flinker Presentation to PB February 21, 2023](#)

[Dodson & Flinker Response to RFQ](#)

[VHB Response too RFQ](#)

What are the Town's Next Steps?

The Multi-Family District Planning Initiative is expected to begin in April with a kick off meeting that outlines the planning process in detail and sets the stage for the year-long resident-centered project that will:

- Gather and analyze information to
 - Determine Town's goals and strategies
 - Document existing conditions
 - Understand the Town's Drinking Water Distribution System Infrastructure and its adequacy for meeting estimated future demand
- Identify up to three potential alternative districts or district combinations and outline potential regulatory changes required for compliance
 - Create maps of potential zoning district(s) or district combinations
 - Gauge community preferences through Present Density Visualizations, Visual Preference Surveys or similar strategies
 - Identify regulation options
 - Use the MBTA Communities Compliance Model to evaluate identified District(s) and regulation options
- Generate a Findings Report with Recommendations for Zoning Amendment(s)
- Draft Zoning Bylaw Amendment and assist the Town in bringing it to Town Meeting. If proposed zoning amendments secure support from the Select Board and/or the Planning Board, it is anticipated that this would be brought to Town Meeting in spring 2024.

For Questions about this Project, please contact **Sue Brown**, Town Planner at 978-363-1100 ext 125 or via email at townplanner@wnewbury.org

Links

- Exploring Housing at Different Densities: View [HERE](#)
- Attorney General's Office - MBTA Communities Advisory: View [HERE](#)
- RFQ Seeking Consultant Services: View [HERE](#)
- Interim Compliance Action Plan: View [HERE](#)
- West Newbury Interim Compliance Approval Letter: View [HERE](#)
- Rural and Small Town Grant: Award letter can be viewed [HERE](#)
- MBTA Communities: [Multi-Family Zoning Requirement for MBTA Communities | Mass.gov](#)

- Mass Housing Partnership Webinar Series: [MBTA community webinar series videos available for viewing - MHP](#)

Articles of Interest

- Overcoming the Restrictions on Multi-Family Housing: [CommonWealth Magazine](#)
 - Where Should New Multi-Family Housing Go: [CommonWealth Magazine](#)
 - Seeking Predictable Permitting for New Housing: [CommonWealth Magazine](#)
 - Solving the MBTA Communities Zoning Puzzle: [CommonWealth Magazine](#)
-

^[i] MBTA Community – is generally defined as a Community that hosts an MBTA (Massachusetts Bay Transit Authority) service or that abuts a municipality that hosts an MBTA service.

Section 3A Regulations define West Newbury as an Adjacent Small Town – which means that it has less than 100 acres of developable station area (the Town does not have a station or station area) and either has a population density of less than 500 persons per square mile, or a population of not more than 7,000 year-round residents as determined in the most recently published United States Decennial Census of Population and Housing. West Newbury has a population of 4,500 with a density of 334 per square mile.

Source URL: <https://www.wnewbury.org/home/town-projects/pages/mbta-communities-housing-opportunities-initiative>

Town Manager

From: Rick Parker
Sent: Thursday, June 29, 2023 10:29 AM
To: Town Manager
Subject: FW: City of Newburyport Encourages Residents to Register for FlashVote, Complete Surveys to Improve City

Follow Up Flag: Follow up
Flag Status: Flagged

Angus,

At January’s MMA Annual Meeting in Boston I visited the booth for FlashVote, described below and apparently being adopted by Newburyport. It might provide an easy means for the Town to communicate with residents / voters on active issues where their feedback and opinions are important. Would like discussion of this to be agenda’d at a future SB meeting. Please forward to Wendy, as chairperson.

Thanks - rick

From: [REDACTED]
Sent: Tuesday, June 27, 2023 12:51 PM
To: Rick Parker <rpkarker@wnewbury.org>
Subject: City of Newburyport Encourages Residents to Register for FlashVote, Complete Surveys to Improve City

Display problems? [Open this email in your web browser.](#)

City of Newburyport

Mayor Sean R. Reardon

60 Pleasant St.

Newburyport, MA 01950



FOR IMMEDIATE RELEASE

Tuesday, June 27, 2023

Media Contact: Camryn Langille

Phone: 617-993-0003

Email: camryn@jgpr.net

City of Newburyport Encourages Residents to Register for FlashVote, Complete Surveys to Improve City

NEWBURYPORT -- Mayor Sean Reardon and the City of Newburyport would like to encourage residents to sign up for FlashVote, a tool that will help gather input on how to improve the community.

The City of Newburyport is working with [FlashVote](#), a civic engagement tool that uses scientific surveys to gather data, engage the community and collect valuable input from residents to inform decisions. FlashVote will send survey questions designed by the City to residents no more than once a month, which will help City officials decide how best to use resources and address priorities.

Surveys may be on topics including how to use City land and properties, which City initiatives to prioritize, how to balance providing more City services with increasing tax rates, and what you would like to see more of across Newburyport.

Beginning on July 10, a random selection of Newburyport residents will receive text messages from FlashVote asking them to register for the platform. Residents are encouraged to sign up if they receive a text message from FlashVote. Residents can opt out and not receive future messages whenever they like.

Residents can also register at <https://www.flashvote.com/newburyport> to receive surveys by email or phone, or call 775-235-2240 to participate by phone or text only. Sign up takes less than one minute and input is always kept anonymous. Personal or demographic information collected by FlashVote is never shared with the City or anyone else.

Residents will receive a notification whenever there is a new survey, and they will have 48 hours to participate before voting closes.

Once a survey is closed, everyone who participated will automatically receive a summary of the overall results and be able to see how their responses compare to the group.

"I'm very excited for residents to get to use FlashVote and have their voice heard on important City issues," said Mayor Reardon. "This tool will allow us to incorporate feedback from many more Newburyporters so we can make decisions in ways that better serve our residents."

Those with questions regarding the City's partnership with FlashVote should contact the Mayor's Office at 978-465-4413 or mayor@cityofnewburyport.com.

###

A message from the City of Newburyport

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