

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

AGGREGATION PLAN

October 10, 2025

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I. PURPOSE

The Town of Agawam developed this municipal 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 Colonial Power Group, Inc. and the Massachusetts Department of Energy Resources and is consistent with the Municipal Aggregation Guidelines developed by the Department of Public Utilities.

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 28,000 consumers. The Town seeks to take greater control of its energy options, including enhancing the ability to pursue price savings, price stability, and the amount of renewable energy content. Participation is voluntary for each consumer. Consumers can decline service provided through the Plan and choose an alternative supply option instead.

II. DEFINITIONS

Annual Report – means the report that the Town shall file annually with the Department that includes Program information for the previous year (see Section VI, below).

Auto-Enroll Customer – means an Electric Customer who is eligible to be enrolled in the Program on an opt-out basis, specifically all Basic Service customers except for those customers who (1) have informed the Electric Distribution Company they do not want their account information shared with their municipality, or (2) are participating in an optional “green power” program that requires them to remain on Basic Service.

Basic Service – means the electric supply product that the Electric Distribution Company provides to Electric Customers that are not receiving an electric supply product from a Competitive Supplier or through participation in the Program.

Competitive Supplier – means an entity licensed by the Department to sell electric supply products to Electric Customers, as defined in 220 CMR 11.02.

Consultant – means the entity retained by the Town to assist with the development and operation of the Plan and Program.

DOER – means the Massachusetts Department of Energy Resources.

DOER Best Practices – means the *DOER Recommended Best Practices for Advancing Clean Energy in Municipal Aggregation Plans*, as may be amended from time to time.

Default Product – means the Product that Participants in the Program receive unless they affirmatively select an alternate Product.

Department – means the Massachusetts Department of Public Utilities.

Electric Customer – means the customer of record of an account with the Electric Distribution Company.

Electric Distribution Company or EDC – means NSTAR Electric Company d/b/a Eversource Energy.

Electric Supply Agreement or ESA – means a contract between the Town and a Program Supplier concerning electricity supply for the Program.

Electricity Broker – means an entity that is licensed by the Department to facilitate or otherwise arrange for the purchase and sale of electric supply and related services to customers, as defined in 220 CMR 11.02.

Environmental Justice Population – in Massachusetts, an environmental justice population is a neighborhood that meets one or more of the following criteria:

- the annual median household income is not more than 65 percent of the statewide annual median household income;
- minorities comprise 40 percent or more of the population;
- 25 percent or more of households lack English language proficiency; or
- minorities comprise 25 percent or more of the population and the annual median household income of the Town in which the neighborhood is located does not exceed 150 percent of the statewide annual median household income.¹

Guidelines – means the Department-approved Municipal Aggregation Guidelines in D.P.U. 23-67, as may be amended from time to time.

kWh – means kilowatt-hour.

LICSSTGU – means a Low-Income Community Shared Solar Tariff Generation Unit, as defined in the SMART Regulations.

LICSS Guideline – means the DOER Guideline Regarding Alternative Programs for Community Shared Solar Tariff Generation Units and Low-Income Community Share Solar Generation Units.

¹ See Environmental Justice Policy of the Executive Office of Energy and Environmental Affairs (Updated June 24, 2021) available at <https://www.mass.gov/doc/environmental-justice-policy6242021-update/download>.

Municipal Aggregation LICSS Program – means a low-income community shared solar program offered through a Program, as set forth in the SMART Regulations and LICSS Guidelines.

Municipality – means a city or town (or group of cities or towns) that (1) operates a Program pursuant to G.L. c. 164, § 134(a), or (2) has filed a Plan for Department approval.

Opt-In Product – means a Product that Participants in the Program must affirmatively select to receive.

Opt-Out Notice – means the document sent to Auto-Enroll Customers to inform them of their right to opt-out of such enrollment (see Section IV.B.6.a, below).

Participant – means an Electric Customer that is participating in the Program.

Petition – means a petition submitted by a Municipality to the Department for review and approval of a Plan.

Plan – means this municipal aggregation plan.

Product – means an electric supply product available to Participants in the Program.

Program – means the Town’s Community Choice Power Supply Program, which aggregates Electric Customers located within its municipal boundaries for the purpose of procuring electric supply and energy-related products and services, pursuant to G.L. c. 164, § 134(a).

Program Supplier – means a Competitive Supplier that is providing electric supply and, if applicable, energy-related products and services to Participants.

SMART Regulations – means the regulations promulgated by DOER to establish a Solar Massachusetts Renewable Target program to encourage the continued use and development of solar generation in the Commonwealth.

Town – means the Town of Agawam.

III. **PROCEDURAL REQUIREMENTS**

- A. Initiation of the Process – The Town obtained the authorization by a majority vote of its City Council to initiate a process to develop a municipal aggregation plan on April 18, 2023; TR-2023-22.
- B. Consultation with DOER – The Town consulted with DOER in developing its Plan, pursuant to G.L. c. 164, § 134(a), on July 2, 2025.
- C. Public Review – The Town made its proposed Plan available for public review from July 28, 2025 to August 29, 2025 through a prominent link on its municipal website.

IV. PLAN ELEMENTS

- A. Organizational Structure of the Program – Table IV.A identifies the entity or entities (Town, Consultant, Program Supplier) that will perform core functions of the Program. See Guidelines, Section IV.A.

Table IV.A – Organizational Structure				
Core Functions	Performing Entity			Plan section in which tasks are described
	Town	Consultant	Supplier	
Liaisons/Representatives/Agents				
Municipal Representative/Agent before Department (i)	X	X		<i>Section IV and Attachment 1</i>
Liaison with DOER		X		<i>Section III.B</i>
Liaison with Electric Distribution Companies		X		<i>Section VII</i>
Plan Elements				
Procurement of Supply	X	X		<i>Section IV.B.2</i>
Product Determination	X			<i>Section IV.B.3</i>
Other Funding/Costs	X			<i>Section IV.B.4</i>
Customer Enrollment			X	<i>Section IV.B.5</i>
Customer Notifications/Outreach/Education	X	X		<i>Section IV.B.6</i>
Ongoing Program Information	X	X		<i>Section IV.B.7</i>
Program Termination	X			<i>Section IV.B.8</i>
Annual Reports		X		<i>Section VI</i>
Customer Service (i)	X	X	TBD	
Other (<i>description</i>)				

(i) Required contact information regarding the plan is provided in Attachment 1.

B. Program Operations

1. Statutory Requirements – Pursuant to G.L. c. 164, § 134(a), a Plan shall provide for:
 - a. Universal Access – All customers residing or located within the municipal boundary will be eligible to participate in the Program, either through an automatic enrollment process or upon request of the customer to join the Program (see Section IV.B.5, below).

- b. Reliability – The Town has retained the services of Colonial Power Group, Inc. as its Consultant, a Department-approved Electricity Broker that is licensed to provide municipal aggregation consulting services. The Town offers this as a demonstration that it has the technical expertise necessary to operate and manage the Program.
- c. Equitable Treatment of All Customer Classes – Table IV.B.1.c identifies the Plan elements for which the treatment between customer classes (or subclasses) may vary in order to ensure equitable treatment. The Town anticipates that varied treatment that reflects the disparate characteristics of each customer class will be reasonable and appropriate.

Customer classes and subclasses differ in many respects such as electrical load, electricity consumption patterns or load factors, interest in and the ability to support enhanced renewable energy or opportunities described in the DOER Best Practices or factors associated with Environmental Justice Populations such as English proficiency. These distinctions are expected to affect all aspects of Program operation. For example, effective and responsive procurement, product determination, enrollment, notification and ongoing customer education efforts will vary between residential and larger commercial or industrial customers due to differences between customers in these classes and their consumption patterns. These factors will necessarily affect the Program’s best practices for all of the tasks described in Table IV.B.1.c, below. Several additional examples of appropriate, varying treatment are also described below in the text relevant to each task.

Table IV.B.1.c Equitable Treatment of Customer Classes					
Plan Element					
Procurement of Supply (§ IV.B.2)	Product Rate Setting/Renewable Energy Content (§ IV.B.3)	Other Funding Sources/Costs (§ IV.B.4)	Customer Enrollment (§ IV.B.5)	Customer Notification (§ IV.B.6)	Ongoing Program Information (§ IV.B.7)
☒	☒	☒	☒	☒	☒

2. Procurement of Supply – Table IV.B.2 identifies: (1) the actions the Town expects to take, upon Department approval of the Plan, to procure supply for the Program; and (2) the expected timeline for each action, identified as the number of days after Department approval, based on the assumption that the Department approves the Plan on Day 0. As described above in Section IV.B.1.c, while the below process will typically be applied for the procurement

of Program supply, alternative approaches may be employed for some classes or subclasses, for example in the context of procuring local renewable energy sources consistent with DOER Best Practices.

Table IV.B.2 – Procurement of Supply	
Procurement Steps	Expected Timeline
<i>Notify EDC of Department Approval</i>	2-4 business days
<i>File Updated Procurement Timeline with EDC (i)</i>	<= 14 days
<i>Issue RFQs/RFPs</i>	TBD
<i>Evaluate/Select Bids</i>	TBD
<i>Negotiate/Execute Contracts</i>	TBD
<i>Other (description)</i>	TBD

- (i) The Town will provide the EDC with monthly update notices to its procurement timeline and also file all notices relating to the procurement timeline in the Department’s docketed proceeding to review the Program until such time as the delivery of a notice of execution of an ESA.

3. Product Information – Table IV.B.3 identifies, for each Product, (1) the components of the rates that will be charged to Participants, and (2) the renewable energy content, including the types of renewable energy resources that comprise the voluntary component. All funds collected through rates will be used specifically for the benefit of the Program.

Table IV.B.3 – Product Information		
		Product(s) [TBD]
Rate Components (in \$/kWh)		
Supply and Renewable Energy Content		TBD
Consultant Services		\$0.001
Municipal Services		TBD
Other Services (description)		TBD
TOTAL		
Renewable Energy Content (in % of total)		
Required		
Voluntary	RPS Class I	TBD
	National Wind	TBD
	Other (description)	TBD
TOTAL		
Supplier Name		TBD
Effective Dates		TBD

As described above in Section IV.B.3.c, product information may vary by customer class or subclass. The Town has not yet determined and will alter from time to time: (1) the number of Products to be offered by the Plan; (2) the value of the rate components of each Product, (3) the level of renewable energy content of each Product or (4) whether to include and at what level to

set a rate component for Municipal Services. The Mayor will make final decisions on the number of product offerings and the features of each based upon market prices for power supply and renewable energy content at the time of any competitive bid process and after considering input from Electric Customers and the Consultant. If the Town elects to include a rate component for Municipal Services, all funds collected through such rate component will be used specifically for the benefit of the Program.

To make determinations on product selections and renewable energy content of each product, the Mayor will consider the Program's objectives for competitive pricing, price stability, environmental policies and goals and other Town or State policies (for example, advancing the interests of low-income customers, fostering business development or pursuing options described in the DOER Best Practices). Given that market prices for power supply and renewable energy content are always changing and can be extremely volatile, such prices present at the time of any competitive bid process are expected to have a substantial influence on the Town deciding how much, if any, additional renewable content greater than state minimum requirements to include in the product(s) selected in each round.

The Town has not yet determined whether it will offer other energy-related products and services. Decisions on whether and how (e.g., opt-out or opt-in) to offer other energy-related products and services will be based on the projected net value to some or all Participants.

As described above in Section IV.B.3.c, the plan recognizes that certain customer subclasses differ in material respects in electrical load, electricity consumption patterns, and load factors. The Program therefore may offer such subclasses different rates to mitigate negative outcomes for other customer classes. For example, large industrial Electric Customers who (i) are new Auto-Enroll Customers, (ii) have previously opted out of the Program, or (iii) are being served by a Competitive Supplier may request to join the Program. Given the high monthly usage of such customers, enrollment may be at the then-current market price.

The Plan addresses how the Town will update this table in Section IV.B.7 (Ongoing Program Information), below.

4. Other Funding Sources/Other Costs to Participants – The Town has not identified other funding sources. Participants will incur no costs other than those they incur through Product rate components. As described above in Section IV.B.3.c, product funding or costs may vary by customer class or subclass.

5. Customer Enrollment

- a. Initial Enrollment – Prior to enrollment, the Town will send an Opt-Out Notice to Auto-Enroll Customers, informing them that they will be automatically enrolled in the Program unless they take the action(s) specified in the Opt-Out Notice. The Town will provide customers with at least 30 calendar days (plus six days to account for delivery) to opt-out of the Program. After that time, the Town will enroll Auto-Enroll Customers in accordance with the

requirements of the Electric Distribution Company. Auto-Enroll Customers that do not opt out will be enrolled in the Default Product, unless they notify the Town that they seek to receive an Opt-In Product. As described above in Section IV.B.3.c, customer enrollment may vary by customer class or subclass.

Consistent with the Guidelines, if the Town does not begin the initial enrollment of Participants within two years of Department approval, the Department will deem the Program to be terminated. The Town further recognizes that, if it seeks to reinstate its Program at a later date, it must comply with the procedural requirements set forth in the Guidelines, Section III.

- b. Ongoing Enrollment – As described above in Section IV.B.3.c, ongoing customer enrollment may vary by customer class or subclass, including for example with respect to large industrial customers. On a periodic basis, the Town will (1) automatically enroll new Auto-Enroll Customers, with the exception of new large industrial Auto-Enroll Customers, subject to the opt-out provisions for initial enrollments described above; and (2) provide Non-Auto-Enroll Customers with the opportunity to join the Program on an opt-in basis. Large industrial Electric Customers who (i) are new Auto-Enroll Customers, (ii) have previously opted out of the Program, or (iii) are being served under competitive supply may request to join the Program at the then-current market price.
- c. Opt-In Product Enrollment – Electric Customers can opt into a Program Product directly online through the Program website or by contacting the Consultant or the Program Supplier. The Town will notify Participants enrolled in an Opt-In Product prior to any change in the product's rates and/or renewable energy content. Participants will continue to receive their current Product, subject to the new applicable price and renewable energy content at commencement, unless the Participant informs the Town otherwise. A Participant enrolled in an Opt-In Product that is being discontinued must affirmatively select another Product. If the Participant does not make such a selection, the Participant will be enrolled in the Default Product. As described above in Section IV.B.3.c, Opt-In Product enrollment may vary by customer class or subclass.

6. Customer Notifications

- a. Opt-Out Notice – The Town will deliver an Opt-Out Notice to all Auto-Enroll Customers at least 36 calendar days prior to enrollment. The Opt-Out Notice will inform customers (1) that they are to be automatically enrolled in the Program, (2) that they have the right to opt out of the Program without penalty, and (3) of the actions they must take to opt-out. The Notice will include Product information related to price, term, and renewable energy content, and will identify the actions that a customer must take to select an Opt-In Product. Finally, the Notice will include information on Basic Service rates, including how to access it, and the fact that it is available to them without penalty. Attachment 2 includes a representative form of the Town’s proposed Opt-Out Notice.

The Town will (1) send the Opt-Out Notices in a clearly marked municipal envelope that identifies it contains important information regarding participation, (2) include a self-addressed, postage-paid envelope for the opt-out reply card, and (3) include a separate Language Access Document which will provide instructions regarding how customers can receive visual or aural assistance with Program information. As described above in Section IV.B.3.c, Opt-Out notices and procedures may vary by customer class or subclass.

- b. Notification of Product Change – The Town will notify Participants of changes in price or renewable energy content of any of its Products. The notification will identify both the Product’s existing and new price and renewable energy content and will identify the actions Participants must take if they no longer seek to purchase the existing Product. As described above in Section IV.B.3.c, notifications of product change may vary by customer class or subclass.

c. Other Notifications

- (i) General Program Information – Upon approval of its Plan, the Town may deliver information and educational materials regarding its Program to each Electric Customer within its boundary. The Town may request, no more than quarterly, that the Electric Distribution Company provide the information (customer name, mailing address (and service address, if different), and rate class) necessary to facilitate such notifications. The Town will not share this information with Program Suppliers. In the event that the

Town sends notices or educational materials to customers enrolled with a Competitive Supplier, such notification or educational materials will inform those customers that, if they enroll in the Program, they may incur an early cancellation fee from their Competitive Supplier, and that they should check with their Competitive Supplier on this matter before enrolling in the Program. As described above in Section IV.B.3.c, customer notification and educational materials and procedures may vary by customer class or subclass.

- (ii) Program Supplier Communications – Upon approval from the Town, an active Program Supplier may communicate with Participants regarding the Program and, if applicable, energy-related products or services.

7. Ongoing Program Information – The Town will provide the public with access to the ongoing program information listed in sections (a) through (c), below. The Town will make this information available to the public through a prominent link on the Town’s website. Table IV.B.7 identifies the methods by which the Town will communicate to the public how they can access this information.

Table IV.B.7	Public Access to Ongoing Program Information
Location	Description
<i>Municipal website</i>	The Town’s website will have general program information and provide a prominent link to the Program website.
<i>Program website</i>	<p>The Program website will contain all current and detailed information about the Town’s Program (at https://colonialpowergroup.com/agawam/).</p> <p>The Program website allows visitors to immediately translate the site’s content by selecting from a list of over 100 different languages. The website is ADA compliant, providing instant accommodations for common disability profiles, including motor impairments, vision impairments, and dyslexia.</p>
<i>Communication vehicles/ outreach activities</i>	The Town will employ assistive technology to ensure all Electric Customers, including those with impaired physical capabilities who require visual or audial assistance, are properly informed. Any information sessions will be held in accessible locations, typically Town Hall, senior centers or the library. Electric Customers who require assistance (e.g., deaf or otherwise hard-of-hearing, blind or otherwise visually impaired) will have the opportunity to request assistive

Table IV.B.7	Public Access to Ongoing Program Information
Location	Description
	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.
<i>Social media accounts</i>	The Town may post notices of material changes on official social media pages that the Town utilizes to communicate to residents.
<i>Municipal cable access TV</i>	The Town may post notices of material changes on local cable access TV, if available and appropriate.
<i>Announcement to local/ regional media</i>	Notices of material changes will be placed in newspapers, as appropriate.
<i>Physical posting in municipal buildings</i>	Notices of material changes will be placed in Town Hall and in public buildings (i.e., library, senior center, etc.), as appropriate.
<i>Municipal departments, boards, and committees</i>	Program updates provided to the City Council, as appropriate.
<i>Community organizations</i>	Program updates may be provided to community organizations, as appropriate.

- a. Updated Product Information – The Town will update Product rates and renewable energy content as necessary, in the format shown in Table IV.B.3.
- b. Annual Program Information for the Previous Year – The Town will provide the Department with Program information annually for the previous year as required by the Guidelines.
 - (i) Product information – rate components, renewable energy content, and participation
 - (ii) Product rate component information
 - (iii) Renewable energy content information
 - (iv) Organizational structure, as set forth in Table IV.A
 - (v) Equitable treatment of customer classes, as set forth in Table IV.B.1.c
 - (vi) Supply procurement activities, as set forth in Table IV.B.2

- (vii) Representatives of all notifications sent during the previous year
 - (viii) Methods of Public Access, as set forth in Table IV.B.7.c.iii, and
 - (ix) Other funding source/costs to participants, if applicable
 - c. General Program Information – The Town will provide and maintain access to Program-related documents (e.g., Plan, Department Order, Program Press releases).
8. Termination of the Program – The Town will take all reasonable actions to ensure a continuous supply of electricity to Participants. Nonetheless, the Program may be terminated.
- a. Potential Causes of Program Termination – The Program may be terminated in two ways: (1) upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or (2) at the direction of the Town to dissolve the Program.
 - b. Planned Actions to Minimize Chances of Termination – The Town, in coordination with its Consultant, will pro-actively manage the Program with the objective of consistently providing attractive offerings for the Plan’s Electric Customers. Such activities shall include: (1) developing and applying strategic and forward-looking procurement strategies; (2) modifying and introducing products that attract and sustain interest from Electric Customers; (3) designing program operations and associated contract terms to attract and sustain interest from suppliers; and (4) pre-empting adverse outcomes by early identification and management of market or regulatory events through contract language and operational strategies.
 - c. Transition Plans in Event of Termination – Each Participant will receive notification of termination of the Program 90 days prior to such termination. In the event of termination, Participants would return to Basic Service or individually choose a Competitive Supplier. This transfer would occur in coordination with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

- d. Notifications – The Town will notify the Electric Distribution Company and the Department 90 days prior to a planned Program termination. The Town’s notification to the Department will include copies of all public notices, press releases, website postings and any other communications and communication methods the Town intends to provide Participants and other Electric Customers regarding the Program’s termination and return of Participants to Basic Service.

In the event of program termination, the Town will not file a new Plan for Department approval for a minimum of two years from the date of termination, defined as the date by which the Town has returned all Participants to Basic Service. The new Plan will fully describe the circumstances that led to the termination, and the steps the Town has taken to protect against a second termination.

- C. Rights and Responsibilities of Program Participants – Participants will be able to: (1) select any of the Products offered to the applicable customer class or subclass; (2) switch from one Product to another by contacting the Program Supplier or Consultant; and (3) leave the Program at any time without penalty by contacting the Consultant, Program Supplier, or Electric Distribution Company.

V. DEPARTMENT REVIEW OF MUNICIPAL AGGREGATION PLANS

The Town will submit this Plan to the Department for review and approval.

VI. ANNUAL REPORTS

The Town will submit the following information annually to the Department related to Program operations during the previous year:

- An Excel spreadsheet in the format shown in the Guidelines, Attachment VI;
- A document that includes the information requirements set forth in Section IV.B.7.b, above.

VII. NOTIFICATIONS TO ELECTRIC DISTRIBUTION COMPANY

- A. Plan Filing –The Town notified the Electric Distribution Company upon filing the Plan with the Department. The Town will notify the Electric Distribution Company upon receiving a Department order approving the Plan.
- B. Energy Supply Agreement –The Town will (1) notify the Electric Distribution Company, in a timely manner, when it has executed an agreement with a Program Supplier, and (2) provide the Electric Distribution Company with the information necessary to enroll customers with the Program Supplier. The Town shall file the

notification in its docketed proceeding. Customer enrollment will begin no sooner than 60 days from when the Town provides the necessary information to the Electric Distribution Company.

VIII. PLAN AND PROGRAM CHANGES

- A. Plan Revision Process – In the event that the Town seeks to modify its Plan in a manner consistent with the Guidelines, it will allow at least 30 calendar days for public review of the revised Plan. Following public review, the Town will submit the revised Plan to the Department for informational purposes. The Town may seek consultation with the Department to determine if a proposed modification is consistent with the Guidelines.
- B. Program Consultant – In the event that the Town hires a new Consultant, it will notify the Department in writing, identifying the new Consultant and including, if applicable, documentation that the Consultant is an Electricity Broker licensed to provide municipal aggregation consulting services (see Section IV.B.1.b, above).

IX. MUNICIPAL AGGREGATION LICSS PROGRAMS

The Town may seek to implement a Municipal Aggregation LICSS Program at which time the Town shall submit the program to the Department for review and approval. The Town understands that its initial filing must include documentation from DOER that the Municipal Aggregation LICSS Program meets the requirements of the SMART Regulations and LICSS Guidelines in effect as of the date of the filing. The filing must also include the following information related to the Municipal Aggregation LICSS Program:

- A. For each LICSS TGU participating in the Municipal Aggregation LICSS Program:
- Name of owner/authorized agent;
 - Location (name of city/Town);
 - Nameplate capacity and total projected annual energy output, in kilowatts and kWhs, respectively;
 - Projected annual energy output that will participate in the program, in kWhs;
 - Projected SMART base compensation rate funds and adder funds to be paid annually to the generating unit; and
 - Projected portion of SMART adder funds to be passed through annually to low-income customers participating in the program, in dollars and percent of SMART adder funds paid to the generating unit.
- B. Low-income customers participating in the Municipal Aggregation LICSS Program:
- Number of low-income customers projected to participate in the program;
 - Projected annual usage of participating low-income customers, in kWhs;

- Projected cents per kWh reduction on bills of participating low-income customers resulting from passthrough of SMART funds; and
- Projected monthly bill savings for participating low-income customers.

C. Municipality/Consultant Fees:

- SMART funds to be paid to the Town, in cents per kWh and projected total dollars; and
- SMART funds to be paid to the Consultant, in cents per kWh and projected total dollars.

The Town shall make the information identified above publicly available in the manner set forth in Section IV.B.7 (Access to Ongoing Program Information), and shall include this same information in its Annual Report (Section VI). The Town understands that the Department will review the filing to determine whether it includes the required documentation from DOER and the Program information identified above. Once confirmed, the Department will approve the Municipal Aggregation LICSS Program without further process. Department approval will serve to inform DOER that the Municipal Aggregation LICSS Program complies with the Department's requirements related to such programs and these Guidelines. The Town may contract with additional or replacement LICSS TGU's that meet the requirements of the SMART Regulations and the LICSS Guidelines then in effect and shall describe such contracts in the Town's next Annual Report.

ATTACHMENT 1

Contact Information

The municipal official that the Department should include on all correspondence as the Plan’s representative/agent before the Department:

Christopher Johnson, Mayor
413-786-0400, ext. 8200
mayor@agawam.ma.us

Jennifer Bonfiglio, Chief Procurement Officer
413-726-9742
JBonfiglio@agawam.ma.us

Several parties will be available to provide “customer assistance” to Electric Customers, as follows:

Town contact(s):

Christopher Johnson, Mayor
413-786-0400, ext. 8200
mayor@agawam.ma.us

Jennifer Bonfiglio, Chief Procurement Officer
413-726-9742
JBonfiglio@agawam.ma.us

Consultant contact:

Colonial Power Group, Inc.
866-485-5858, ext. 1
<https://colonialpowergroup.com/>

Program Supplier contact:

[TBD]

The Town may change customer service contacts from time to time. The current customer service contacts will be displayed prominently on the Town and Program websites.

ATTACHMENT 2

Opt-Out Notice



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

<Month> <Day>, <Year>

Dear Agawam Basic Service Consumer:

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

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM** unless you choose not to participate and opt-out.
- ✓ **YOU MUST RESPOND BY <MONTH> <DAY>, <YEAR>** if you do not wish to be automatically enrolled.

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

COMPARATIVE RATES AND TERMS

	Agawam's Program* (Supplier Services Only)		Eversource (Supplier Services Only)
	STANDARD (default)	OPTIONAL	BASIC SERVICE
Rate			
Residential	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Small C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Medium & Large C&I	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Streetlight	\$X.XXXXX per kWh	\$X.XXXXX per kWh	\$X.XXXXX per kWh
Renewable Energy Content <i>(see insert for required & voluntary percentages by year)</i>	[TBD following competitive bid process]	[TBD following competitive bid process]	Meets Massachusetts renewable energy requirements
Duration	_____ 20XX – _____ 20XX <i>[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]</i>		_____ 20XX – _____ 20XX <i>[Residential, Small C&I and Streetlight rates change every 6 months. Medium & Large C&I rate changes every 3 months.]</i>
Exit Terms	NO CHARGE		May receive a reconciliation charge or credit <i>[Large C&I only]</i>

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

*Rate includes Municipal Services Fee 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.

IMPORTANT INFORMATION

- At Program launch, the aggregation rate is lower than Eversource's Basic Service rate. The aggregation rate is fixed for __ months while Eversource's Basic Service rate changes twice a year, in February and August. As a result, the aggregation rate may not always be lower than Eversource's Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against Eversource's Basic Service rate. However, **FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO CHARGE TO OPT-OUT** of the Program and return to Eversource Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

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

WATCH YOUR EVERSOURCE BILL FOR FURTHER NOTIFICATION of the Program.

- Your _____ bill will state that you are being switched to Agawam’s Program.
- Your _____ bill will show Agawam’s supplier and aggregation rate under “Supplier Services”.

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

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

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

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

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

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

HOW TO OPT-OUT

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

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

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

[Product option(s) 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.]

THROUGHOUT THE LIFE OF THE PROGRAM each subsequent contract may vary by rate, term and possibly supplier. You will be automatically enrolled in the next contract at the new aggregation rate unless you opt-out. The new aggregation rate may be higher or lower than the current rate and the voluntary renewable energy content may change. There will be advance notice of each automatic renewal to inform you of your supply options should you choose to opt-out.

FOR MORE DETAILED INFORMATION regarding Agawam’s Program, please visit colonialpowergroup.com/agawam or call us toll-free at (866) 485-5858 ext. 1.

TO ACCESS EVERSOURCE’S BASIC SERVICE RATES please visit:

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

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

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

OFFICIAL TOWN BUSINESS



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

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

John Smith
1 Main Street
Agawam, MA 01001

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

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

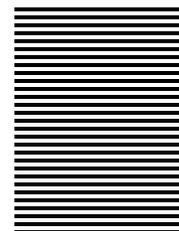
BUSINESS REPLY MAIL

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 AGAWAM
c/o **COMPETITIVE SUPPLIER**
1 SUPPLIER STREET
SUPPLIER, MA 00000



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

John Smith
1 Main Street
Agawam, MA 01001

Account No: #####

If you want to participate in the Agawam 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 AGAWAM'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



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



colonialpowergroup.com/agawam

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 Agawam 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 Agawam 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 Agawam na temat usług energetycznych. Niezłownicznie przetłumacz powiadomienie. Zadzwoń pod numer lub odwiedź powyższą witrynę, aby uzyskać pomoc.</p>
<p>PORTUGUESE/PORTUGUÊS Aviso importante incluído da Town of Agawam 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 Agawam संलग्न गरिएको महत्त्वपूर्ण सूचना। सूचनालाई तुरुन्तै अनुवादन गर्नुहोस्। मद्दतको लागि माथि भएका नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस्।</p>
<p>CHINESE (SIMPLIFIED)/ 中文 随函附上来自 Town of Agawam 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 Agawam महत्वाची सूचना संलग्न केली आहे. या सुचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाइटला/संकेतस्थळाला भेट द्या.</p>
<p>CHINESE (TRADITIONAL)/ 中文 隨附 Town of Agawam 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 ọ̀dọ́ Town of Agawam nípa ìṣẹ̀ iná mọ̀nàmọ̀nà ẹ̀. Túmọ̀ àkíyèsí náà lésẹ̀kẹ̀sẹ̀. Pe nọ́nbà náà tàbí kànsí ayélujára, lókè, fún ìrànlowó.</p>
<p>HAITIAN/KREYÒL Ou gen yon notifikasyon enpòtan de Town of Agawam 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 Agawam. Tụgharịa asụsụ ọkwa ahụ ozugbo. Kpọọ nọmba ahụ ma ọ bụ gaa na weebụsaijị ahụ, dị n'elu, maka enyemaka.</p>
<p>VIETNAMESE/TIẾNG VIỆT Đính kèm thông báo quan trọng từ Town of Agawam 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 Agawam እንደ ዓባሪ ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። እገዛ ለማግኘት ከላይ ወደተገለጹ ስልክ ቁጥር ይደውሉ ወይም ድር ጣቢያውን ይጎብኙ።</p>

<p>RUSSIAN/РУССКИЙ Прилагается важное уведомление от Town of Agawam 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 Agawam 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 Agawam 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/傑怱铂 「電気供給サービスに関する Town of Agawam 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 Agawam គឺនិយាយអំពីសេវាកម្មភ្លើងរបស់អ្នក។ ចូរបកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។ សូមទូរស័ព្ទទៅលេខ ឬចូលទៅកាន់គេហទំព័រខាងលើ ដើម្បីសុំជំនួយ។</p>	<p>GUJARATI/ગુજરાતી તમારી વીજળી સેવા અંગે Town of Agawam તરફથી મહત્વપૂર્ણ સૂચના બીડેલ 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 Agawam 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 imeambatishwa kutoka Town of Agawam 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 Agawam 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 Agawam 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 Agawam 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 Agawam เกี่ยวกับบริการไฟฟ้าของคุณ กรุณาแปลประกาศทันที โทรไปยังหมายเลขหรือไปที่เว็บไซต์ด้านบนเพื่อขอความช่วยเหลือ</p>
<p>GREEK/ΕΛΛΗΝΙΚΑ Εσωκλείεται σημαντική ειδοποίηση από την Town of Agawam 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 Agawam ແມ່ນກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການທັນທີ. ໂທຫາໝາຍເລກ ຫຼື ເຂົ້າເບິ່ງເວັບໄຊທ໌ຂ້າງເທິງສໍາລັບຄວາມຊ່ວຍເຫຼືອ.</p>

RENEWABLE ENERGY CONTENT – Required and Voluntary Percentages by Year

Community Choice Power Supply		Year	Required by State*		Voluntary** [TBD]		TOTAL
			MA Class I	Other	MA Class I	Other	
Town of Agawam	STANDARD (default) [TBD following bid process]	2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%
	OPTIONAL [TBD following bid process]	2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%
Eversource BASIC SERVICE		2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%

*Required by State – Mandatory minimum percentage of renewable energy resources required by MA law.

**Voluntary – Additional renewable energy that exceeds the minimum required by the state in the specified year.

For additional detail on MA renewable energy requirements, please visit [mass.gov/info-details/program-summaries](https://www.mass.gov/info-details/program-summaries).