

Exhibit 1 – Framingham Community Electricity Municipal Aggregation Plan

Framingham Community Electricity Program

Municipal Aggregation Plan

February 2, 2024

The City of Framingham (City) developed the Framingham Community Electricity Program (Program) to bring the benefits of renewable energy and electricity choice to its residents and businesses and to help the City achieve its sustainability goals. The Program will integrate additional renewable energy into the power supply and will offer a selection of supply options as well as the ability to leave the Program and return to utility Basic Service at any time with no penalty or fee.

This document, the Municipal Aggregation Plan (Aggregation Plan), sets forth the key components of the Program.

I. Key Features

The key features of the Program will include:

Renewable electricity: The City will seek to increase the use of power from renewable resources such as wind and solar.

Price stability and competitive pricing: The City will seek to provide greater price stability when compared with utility Basic Service prices by entering into a series of competitively-bid electricity supply contracts for fixed-price periods such as one-to-three years and will also seek to provide competitive prices and possible cost savings. However, savings cannot be guaranteed.

Automatic enrollment and opting out: Eligible customers¹ will be automatically enrolled in the Program unless they opt out. Customers can opt out of the Program at any time, either before enrollment or after, with no fee.

II. Program Options

The City will give Program participants a choice in the percentage of renewable energy and price of their electricity supply by offering multiple Program Options. Because the integration of renewable energy into the City's power supply is a driving motivation for the Program, the City anticipates offering a level of renewable energy above the state minimum requirement in some of the Program Options. The additional renewable energy will come from additional Renewable Energy Certificates ("RECs")² over and above the state minimum requirement.

¹ Eligible customers shall include (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. Eligible customers shall not include: (1) basic service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) basic service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service. Order on Eligible Customers, D.P.U. 16-10, at 19 (2017).

² A REC represents the environmental attributes associated with electricity production. RECs are part of an accounting system that enables renewable generators to sell, and customers to buy, renewable energy.

1. Framingham Standard Green

The Program will provide a Standard, or default, option that includes a higher percentage of renewable energy content than is included in utility Basic Service. The additional RECs may be Class I RECs,³ or other types of RECs, or a combination. The City will conduct a competitive procurement and establish the price, type, and percentage of RECs after it receives price bids.

2. Framingham Green Plus

The Program will also offer an additional option that includes more renewable energy than Framingham Standard Green in order to give residents and businesses more freedom to make individual decisions about the price and environmental impact of their power supply. The additional RECs may be Class I RECs, or other types of RECs, or a combination. The City will conduct a competitive procurement and establish the price and type of RECs after it receives price bids.

3. Framingham Basic

In addition, the City will offer a third option, Framingham Basic, which is similar to the utility Basic Service currently offered by Eversource, the local electric distribution company serving Framingham. Framingham Basic includes no additional renewable energy above state minimum requirements. However, this option is expected to provide greater price stability than utility Basic Service, and may result in lower prices overall during the time of the contract than utility Basic Service, although savings cannot be guaranteed. The City will conduct a competitive procurement and establish the price after it receives price bids.

III. Procedural Requirements

The Municipal Aggregation Statute, [G.L. c. 164, § 134 \(Aggregation Statute\)](#), sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

1. Local Approval

The Aggregation Statute provides that a city may initiate the process to aggregate electrical load upon authorization by a majority vote of the city council with the approval of the mayor. The City obtained such authorization by vote of its City Council on March 15, 2022. A copy of the City Council vote is attached as Attachment B-1.

2. Consultation with the Department of Energy Resources

The Aggregation Statute also requires the City to consult with the Department of Energy Resources (“DOER”) in developing its aggregation plan. The City submitted a draft of its Aggregation Plan to DOER, and City officials discussed the draft with DOER on July 11, 2023. DOER’s consultation letter is attached as Attachment C.

³ Class 1 RECs, also known as “premium” RECs, come from generators that are fueled by renewable sources such as the sun and wind, began operating after 1997, and are located in, or deliver power to, New England.

3. Citizen Review

The City made the Aggregation Plan available for review by its citizens by posting this Plan for comment and holding a public meeting on May 2, 2023. For more detail about the citizen review process, please see § IV.8, Public Education.

IV. Elements of the Aggregation Plan

The Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of Program participants
- The procedure for termination of the Program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the Program will be as follows:

Mayor and City Council: The Program will be overseen by the Mayor and City Council, the elected representatives of the citizens of Framingham. The Mayor and City Council authorized the initiation of the process of municipal aggregation. The Mayor approved the Aggregation Plan with input from the City Council and Framingham citizens, manages the consulting team, and will sign the Competitive Electric Service Agreement (ESA).⁴

Consultants: The City's aggregation consultant (Consultant) will manage the aggregation under the Mayor's direction. The Consultant's responsibilities will include managing the supply procurement, developing and implementing the public education effort, interacting with the local distribution company, monitoring the ESA, maintaining the aggregation website, providing customer service, and producing required reports. The City has selected MassPowerChoice, LLC to provide these services for an initial term. MassPowerChoice is an electricity broker licensed in Massachusetts, license number EB-534.

Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the ESA.

2. Operations

Following approval of the Aggregation Plan by the Department of Public Utilities ("DPU" or "Department"), the key operational steps will be:

- a. Issue a Request for Qualifications (RFQ) and Request for Prices (RFP), and select a winning Competitive Supplier
- b. Notify customers and implement automatic enrollment

⁴ The ESA serves as the binding contract between the City of Framingham and the Competitive Supplier.

- c. Provide service, including required information disclosures
- d. Submit reports to the DPU and DOER

a. Issue a Request for Qualifications and Request for Proposals and select winning Competitive Supplier

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The City will issue an RFQ to leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFQ will require that the supplier satisfy key threshold criteria, including:

- Licensure by the DPU
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the terms and conditions of an ESA, substantially in the form of the model ESA. The ESA requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the Program any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The City will not enter into an ESA with a competitive supplier unless the ESA is fully consistent with its Department-approved Aggregation Plan.

The City will issue an RFP for price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. If none of the bids are satisfactory, the City will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the City.

The City will solicit bids for power supply that meets the Massachusetts Renewable Portfolio Standard (RPS) requirements and for a supply containing additional renewable energy over and above the RPS requirements. The City will seek a variety of bids that include renewable electricity from different sources, and will choose the proposal that offers what the City determines to be the best combination of environmental benefit and price.

The renewable energy in the power supply will be documented using RECs. The RECs used for RPS compliance will be created and recorded in the New England Power Pool Generation Information System (NEPOOL GIS). RECs in excess of the RPS requirements will be certified as having been retired and not re-sold, either through the NEPOOL GIS, another regional tracking system, or third-party certification.

b. Notify customers and implement automatic enrollment

An Opt-Out Notice will be mailed to every eligible customer after the electricity supply contract is signed and before Program launch. The notice will be an official City communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The notice will: (1) introduce and describe the Program; (2) inform eligible customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all Program charges and compare the price and primary terms of the City's competitive supply to the price and terms of utility Basic Service.

The direct mailing will include the Opt-Out Notice, a Language Access Document, a Reply Card, a postage-paid Return Envelope, and a Product Summary Form⁵ (Opt-Out Documents). The Language Access Document will provide instructions in 26 languages to have the Opt-Out Notice translated. The Reply Card will identify the date by which the Return Envelope must be postmarked in order for the customer to be opted out prior to being enrolled.

The Opt-Out Documents will be designed by the City and printed and mailed by the Competitive Supplier, who will process the opt-out replies. An exemplar Opt-Out Notice is provided with this Aggregation Plan as Attachment A-1. An exemplar Reply Card is provided as Attachment A-2. An exemplar Return Envelope is provided as Attachment A-3. An exemplar Language Access Document is provided as Attachment A-4. An exemplar Product Summary Form is provided as Attachment A-5.

After the completion of the opt-out period, the Competitive Supplier will enroll into the Program all eligible customers that did not opt out. Customers whose Opt-Out Notices are returned to the Competitive Supplier as undeliverable will not be automatically enrolled.

The enrollments shall commence no sooner than 37 days after the mailing of the Opt-Out Notice. All enrollments and other transactions between the Competitive Supplier and the local distribution company, Eversource, will be conducted in compliance with the relevant provisions of DPU regulations, Eversource's *Terms and Conditions for Competitive Suppliers* (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

c. Provide service, including information disclosure

Once customers are enrolled, the Competitive Supplier will provide all-requirements power supply service. The Competitive Supplier will also provide ongoing customer service and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of Program Options. As explained below under Section V.2. Reliability, the local distribution company remains responsible for and is the contact entity related to outages and other local delivery issues.

As new eligible customers move into the City, they will have an opportunity to join the Program. New eligible customers will initially be placed on utility Basic Service. They will then receive the Opt-Out Documents and will be enrolled in the Program unless they choose to opt out within the opt-out period.

Customers may proactively enroll by contacting the Program. Customers that proactively enroll in the Program will be sent a Program Summary Form for the option they selected.

As part of its ongoing service, the City will provide the disclosure information required by G.L. c. 164, § 1(F)(vi) and 220 C.M.R. § 11.06. The City has requested a waiver from the requirement that the disclosure label be mailed to every customer and requested permission instead to provide the information through alternative means. The City's alternative disclosure strategy is described in § IV.8, *Public Education*.

d. Submit reports to the DPU and DOER

As specified by the DPU and DOER, the City will report on the status of the Program, including all information requested by the DPU or DOER.

⁵ The Product Summary Form will be the same as the Contract Summary Form that the DPU specifies for competitive retail suppliers, with minor text edits to make the form appropriate for participants in a municipal aggregation program. For example, because aggregation program participants do not sign a contract, the term "contract" will be replaced by "Product."

e. Community Shared Solar

The City may allocate credits from a Community Shared Solar Program or a Low-Income Community Shared Solar Program pursuant to 225 CMR 20.00, if and to the extent available.

3. Funding

The costs of the Program will be funded primarily through the supply charge paid by Program participants through the ESA.

The principal Program cost will be the Competitive Supplier's charge for the power supply. This charge will include the costs of RECs and will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour fee that will be included in the supply price and paid by the Competitive Supplier to the Consultant, as specified in the ESA. This fee will cover the services of the Consultant, including developing and implementing the Aggregation Plan, managing public outreach efforts, managing the DPU approval process, managing the supply procurement process, providing customer support, interacting with the local distribution company, monitoring the ESA, and providing ongoing reports. This charge has been set for the initial term of the Consultant's contract at \$0.001 per kilowatt-hour.

In addition, the City may direct the Competitive Supplier to include in the supply price an operational fee to be payable by the Competitive Supplier to the City. Funds collected through the operational fee shall be used to support the operational costs of the program, including, for example, 1) costs associated with a staff position or contractor, one of the responsibilities of which is to assist with the Program; 2) REC purchases; 3) enhanced customer education regarding energy bills and the environmental impacts of electricity use; and 4) other forms of support for energy initiatives that create benefits for program participants.

4. Rate Setting and Other Costs to Participants

As described above, the Program's electricity supply charge will be set through a competitive bidding process and will include the administrative fee and the operational fee, if any. Additionally, the power supply charge may include credits or discounts applicable to certain rate classes (for example, from a low-income community shared solar program).

Prices, terms, and conditions will vary by Program Option and may differ among the rate classifications established in the tariffs of the local distribution company. For each rate class, prices will be fixed for periods at least as long as the utility Basic Service price period for the class.⁶

Prices may change if there is a change in law (i.e., "regulatory event" or "new taxes" as defined in the ESA) that results in a direct, material increase in costs during the term of the ESA. In that event, the City and the Competitive Supplier will negotiate a potential change in the Program pricing. At least 30 days prior to the implementation of any such change, the City will notify Program participants as described in § IV.8, Public Education. The City will notify the DPU Consumer Division prior to the implementation of any change in Program pricing related to a change in law. Such DPU communication shall occur no less than ten days prior to the notification to Program participants and include copies of the direct mail notice, all media releases, City Hall and website postings, and other communications the City intends to provide to customers regarding the change in price.

⁶ Basic Service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change quarterly.

The Program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by the local distribution company in accordance with tariffs approved by the DPU. Also, low-income discounts provided by the local distribution company will continue to be applied.

Participants will continue to receive one bill from their local distribution company that includes both the electricity supply-related charge and their local distribution company's delivery charges. Required supply-related taxes will be included as part of the electricity supply charge. Customers are responsible for identifying and requesting an exemption from the collection of any tax by providing appropriate documentation to the Competitive Supplier.

5. Method of Entering and Terminating Agreements with Other Entities

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

The process for the City entering into an ESA with the Competitive Supplier is described above in Section IV.2.a.

If the City determines that it requires the services of an aggregation consultant after the expiration of the currently applicable agreement with MassPowerChoice, the City will solicit proposals for and evaluate potential aggregation consultants using a competitive procurement process or alternative procedure which the City determines to be in the best interest of its residents and businesses and consistent with all applicable local, state, and federal laws and regulations.

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the Program at any time without charge. They may exercise that right by any of the following: 1) calling the Competitive Supplier's toll-free number; 2) submitting the opt-out form on the Program website; 3) contacting their local distribution company and asking to be returned to Basic Service; or 4) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the City, the Consultant, the Competitive Supplier, the local distribution company, and the DPU. As appropriate, the City and Consultant will direct customer complaints to the Competitive Supplier, their local distribution company, or the DPU.

Participants will be responsible for paying their bills, for providing access to metering and other equipment necessary to carry out utility operations, and for complying with all applicable laws, regulations, and tariffs.

7. Extension or Termination of Program

At least 90 days prior to the end of the term of the initial ESA, the City will solicit bids for a new electricity supply and plans to continue the Program with the same or a new Competitive Supplier. The City will repeat the procurement steps described in Section IV.2.a. If the City receives a satisfactory price bid, it will enter a new ESA with the winning bidder.

At least thirty days prior to the effective date of a new ESA, Program participants will be informed of the ESA and any price or program changes as described in § IV.8, Public Education.

If the City seeks to change the voluntary renewable energy content for any option, it will notify Program participants of the change using the same process as notification of a new ESA. Customers enrolled in an opt-in

option that will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new option (or affirmatively enroll in another option or opt out) or they will be returned to Basic Service. Customers enrolled in Framingham Standard Green (or an opt-in option where the renewable energy content does not change) will be notified that they will be renewed in their current option unless they opt out.

Although the City is not contemplating a termination date, the Program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent ESA, or upon the decision of the Mayor to dissolve the Program effective on the end date of any outstanding ESA or for other legal or contractual reason. In the event of termination, customers would be returned to their local distribution company's Basic Service via Electronic Data Interchange (EDI) by the Competitive Supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customer chooses an alternative competitive supplier.

The City will notify the local distribution company of the planned termination or extension of the Program. In particular, the City will provide notice to the local distribution company: (1) 90 days prior to a planned termination of the Program; (2) 90 days prior to the end of the anticipated term of the Program's ESA; and (3) four business days after the successful negotiation of a new ESA.

The City will notify its residents and businesses of Program termination by issuing a media release and posting a notice on the City website. In addition, customers will receive notice of a supplier change on their bill from their local distribution company.

The City will notify the Director of the DPU's Consumer Division 90 days prior to a planned termination of the Program. Such communication shall include copies of all media releases, City clerk and website postings, and all other communications the City intends to provide to its residents and businesses regarding the termination of the Program and the return of participants to utility Basic Service.

8. Public education

The delivery of a public education effort and associated materials is pivotal to ensuring that residents and businesses are informed about the Program and their options. The City will implement a public education effort that is tailored to the needs of the community and incorporates the municipal and program websites, as well as social media, physical postings, direct mail, public presentations, local media, and outreach to community organizations that serve city residents.

Phases

The public education effort occurs in several phases.

Public review: A draft Plan was presented to city residents and businesses for their review and comment. The draft Plan was posted for comment for thirty days, and the City hosted a public presentation to enable discussion about the Plan.

Regulatory Review Period: While Framingham's aggregation plan is undergoing regulatory review, the City plans to build general awareness about aggregation and about the City's goals to increase the renewable energy content of the community's electricity supply. As part of those efforts, the City will endeavor to provide information to residents and businesses through the community organizations that they interact with and that serve them, prioritizing groups that provide support for Environmental Justice ("EJ") neighborhoods and vulnerable populations. The City will also develop an informational handout and provide information about the Program on a dedicated website and provide a link to that website on the City website.

Program launch: The program launch will be announced widely using press releases, the municipal and Program websites, social media, postings in City buildings, two public presentations including one dedicated presentation for seniors at the Callahan Senior Center, local access television, and outreach to municipal agencies and community organizations. Eligible customers will receive two mailings: a “coming soon” postcard followed by a detailed notice (the Opt-Out Notice) that describes the program and program prices, explains consumer rights within the Program including how to participate and how to opt out, and indicates where to obtain additional information and customer support.

Ongoing: Public education will continue once the Program is up and running. New customers will receive a detailed notice in the mail before being enrolled (the “Opt-Out Notice”). Price changes will be announced through mailings to all Program participants, as well as through a public announcement and postings on the municipal and Program websites. Electricity generation disclosure labels will be publicized every quarter.

Customer support via telephone and email will be available in all four phases.

Communications vehicles

The table below lists the communications vehicles and when they will be used.

Communications Vehicle	Public Review	Program Launch	Ongoing	
			Price changes/ New ESAs	Disclosure labels
<p>Municipal website Announcements will be placed on the home page. Program information will be placed in a prominent location. The website will also include a permanent, prominent link to the dedicated Program website.</p>	✓	✓	✓	✓
<p>Program website The website will include detailed Program information, current utility Basic Service prices, and the Department-approved Aggregation Plan and Opt-Out Documents. Announcements, such as notification of the public review period and price changes, will be posted on the home page.</p>	✓	✓	✓	✓
<p>Direct mail notices to customers</p> <ul style="list-style-type: none"> - Program launch: Coming-soon postcard and Opt-Out Documents. - New customers: Opt-Out Documents. - Price change and/or new ESA: Notification mailed at least 30 days before a price change or new ESA takes effect. 		✓	✓	
<p>Public presentations Held in municipal buildings or virtually. The City will offer to provide brief informational presentations during regularly-scheduled meetings of civic associations and other community-based organizations.</p>	✓	✓		
<p>Customer support by telephone and email</p>	✓	✓	✓	✓

Answering customer questions and providing additional information.				
Announcement at a City Council meeting	✓	✓	✓	
Physical postings in municipal buildings Postings on a bulletin board in municipal buildings such as City Hall, the Framingham Public Library branches, and the Callahan Senior Center	✓	✓	✓	✓
City social media accounts Posts on official City social media accounts	✓	✓	✓	✓
Cable access channel Public access segment (launch); announcements (disclosure label)		✓		✓
Local media Announcements sent to local newspaper, the <i>MetroWest Daily News</i> , and other local media publications, such as the <i>Framingham SOURCE</i> , the <i>Framingham Tab</i> , <i>Wicked Local</i> , the <i>Brazilian Times</i> , <i>O Jornal</i> , and <i>Sampan</i>	✓	✓	✓	
Municipal agencies and community organizations Announcements sent to municipal agencies and community organizations with a request that they publicize the announcement to their constituents/members, including: <ul style="list-style-type: none"> - Environmentally-focused boards and committees, such as the City Council Environment and Sustainability Subcommittee, Framingham Sustainability Committee, and the School Committee Climate Change, Environment, and Sustainability Subcommittee - Environmental advocacy organizations in Framingham, such as Energize Framingham, Keep Framingham Beautiful (KFB), and Transition Framingham - Agencies and organizations that provide support to vulnerable community members, such as the Framingham Housing Authority, the City of Framingham Veterans’ Services, the Pelham Lifelong Learning Center, the Framingham Council on Aging / Callahan Senior Center, the South Middlesex Opportunity Council (SMOC), the MetroWest YMCA, Daniel’s Table, Hope Food Pantry, the Salvation Army, and A Place to Turn - Organizations that provide support to non-native speakers of English, including Framingham Adult ESL Plus, the Framingham Public Library, the Brazilian American Center (BRACE), and the Massachusetts Alliance of Portuguese Speakers (MAPS) - Faith communities via outreach to the Framingham Interfaith Community Association 	✓	✓		

Energy Bill Checkups: Program information will be shared during energy bill checkup calls offered to residents to increase local utility bill literacy and awareness of energy efficiency resources		✓	✓	
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Access for customers with limited English proficiency

To ensure adequate access for customers with limited English proficiency,⁷ the City will:

- Translate Program materials into Spanish and Portuguese.
 - o Distribute translated Program materials to community organizations and agencies that support speakers of Spanish and Portuguese, such as Framingham Adult ESL Plus, the Framingham Public Library, the Brazilian American Center (BRACE), and the Massachusetts Alliance of Portuguese Speakers (MAPS).
 - o Offer to provide presentations to the staff and constituents, members, or clients of each organization and agency with an interpreter present.
- Provide at least one general public information session with Spanish interpretation and at least one with Portuguese interpretation.
- Translate the Opt-Out Notice into Spanish and Portuguese and provide links to download the translations on the Opt-Out Notice and on the home page of the Program website.
- Provide on-demand machine translation of the Program website before, during, and after Program launch, including price change announcements, which are featured on the website home page.
- Include the Department-required Language Access Document as a cover sheet with the Opt-Out Notice mailing. The Language Access Document will include the following text translated into 26 languages:

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

In addition, the Language Access document will include the MassRelay TTY phone number for both Spanish and English speakers.

- Provide on-demand phone interpreting in 200 languages via the Program’s toll-free customer service telephone number before, during, and after Program launch.

Access for customers with a physical disability or who required audial or visual assistance

To ensure adequate access for customers with a physical disability or who require audial or visual assistance, the City will take the following steps:

- Outreach will be conducted in both print and audio formats and will include handouts and electronic and web-based materials as well as live presentations.

⁷ An interactive map of languages spoken in Massachusetts published by the Executive Office of Energy and Environmental Affairs identifies Spanish and Portuguese as languages spoken by Framingham residents who do not speak English very well. <https://mass-eoea.maps.arcgis.com/apps/webappviewer/index.html?id=dffdbf9c109647fc9601f7524c1fd9f4> (last visited November 11, 2023).

- To the extent possible, all public education events will be held in accessible spaces such as City buildings. In the event public education events cannot be presented as in-person events, they will be held online and as such will be accessible to those with limited mobility.
- Before Program launch and on an ongoing basis after Program launch, customers who are blind or otherwise visually impaired may request assistance reading Program materials and the Program website, which will include price change information, by calling the customer support number. The Program website will be designed so that content can be read aloud by computer-assistive technology.
- For customers who are deaf or hard of hearing, the Language Access Document, which will accompany the Opt-Out Notice, will include TTY phone numbers for use by both English- and Spanish-speaking customers. In addition, customer support will be available via multiple modalities: voice (phone) as well as written (web form and email) both before and after Program launch.

Competitive supply customers

Where the City's education and outreach materials address the availability of the Program to competitive supply customers, those materials will disclose that such customers may be subject to penalties or early termination fees from their competitive supplier if they switch from competitive supply to the City's Program during the term of a competitive supply contract.

V. Substantive Requirements

The Aggregation Statute also requires that an aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The City's Program will satisfy all three requirements, as discussed below.

1. Universal Access

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

Most importantly, all customers will have access to the Program. All eligible customers will be automatically enrolled in the Program unless they choose to opt out.

All customers will have the right to opt out of the Program at any time. Customers that opt out will have the right to return to the Program at any time. Customers that opt out and then return to the Program will be offered a price that reflects market conditions at the time of their return.

2. Reliability

The ESA will commit the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. The ESA will require the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA will also require the Competitive Supplier to maintain insurance. The consultant is a Massachusetts-

licensed electricity broker and has the technical expertise necessary to operate municipal aggregation programs, including nine years of experience managing municipal aggregation programs in Massachusetts.

3. Equitable Treatment of all Customer Classes

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

The Program makes several distinctions among groupings of customers. First, the Program may distinguish among rate classes by soliciting separate pricing for each of those classes. The Program will use the rate classes established by the local distribution company.

Second, the Program will distinguish among customers receiving different Program Options. Customers will be charged the price associated with the Program Option they receive.

Third, the Program makes distinctions according to customers’ enrollment scenario. Those distinctions are described in the two tables below:

Enrollment procedures

Enrollment scenario	Residential	Small C&I	Large C&I
Eligible customer at Program launch	An Opt-Out Notice will be mailed to all eligible customers at Program launch. After the completion of the opt-out period, the Competitive Supplier will enroll eligible customers that did not opt out. The enrollments shall commence no sooner than 37 days after the mailing of the Opt-Out Notice.		
New eligible customers identified after Program launch	An Opt-Out Notice will be mailed to all new eligible customers identified after Program initiation. After the completion of the opt-out period, the Competitive Supplier will enroll eligible customers that did not opt out. The enrollments shall commence no sooner than 37 days after the mailing of the Opt-Out Notice.		
Customers on third-party supply at Program launch who wish to enroll in the Program after their supply contract ends	Customers may enroll in the Program by contacting Program customer support or the Program’s electricity supplier.		
Customers who opt out and later want to enroll	Customers may enroll in the Program by contacting Program customer support or the Program’s electricity supplier.		
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices	At least 30 days prior to the effective date of a price change under a new supply contract, Program participants will be informed as described in § IV.8, Public Education. Customers enrolled in an optional opt-in product that will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the Framingham Standard Green shall be notified that they will be re-enrolled in the new default product unless they opt out.		

Pricing procedures

Enrollment scenario	Residential	Small C&I	Large C&I
Eligible customer at Program launch	Program pricing for all Program options ⁸		
New eligible customers identified after Program launch	Program pricing for all Program options		Market-based pricing ⁹
Customers on third-party supply at Program launch who wish to enroll in the Program after their supply contract ends	Program pricing for all Program options		Market-based pricing
Customers who opt out and later want to enroll	Market-based pricing		

VI. Planned Schedule

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 30
ESA executed	Day 44
Broad-based educational campaign begins, including the announcement of supply contract and pricing and an update of Program web site, and including an opt-up campaign.	Day 45
Opt-Out Notice mailed to customers	Day 55
Opt-out postmark deadline	Day 88
Earliest date program enrollment may begin	Day 92

⁸ Program pricing is the price set in the ESA.

⁹ Market-based pricing is a price based on then-current wholesale prices and competitive supplier costs at the time the customer seeks to enroll in the Program. The competitive supplier will provide a market-based price that is fixed for the remainder of the current ESA.

The planned schedule is presented for illustrative purposes. The final schedule will be established when the City receives DPU approval.¹⁰

¹⁰ The planned schedule is designed to give the Competitive Supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.