
COMPETITIVE ELECTRIC SERVICE AGREEMENT

November 20, 2014

TABLE OF CONTENTS

Article 1	Definitions
Article 2	Conditions Precedent
Article 3	Rights Granted
Article 4	Role of the Town
Article 5	Consumer Choice
Article 6	Term and Termination
Article 7	Continuing Covenants
Article 8	Prices / Services / Billing
Article 9	Renewable Energy
Article 10	Customer Service Protections
Article 11	Non Discrimination
Article 12	Power Supply Reports
Article 13	Dispute Resolution / Choice of Law
Article 14	Indemnification
Article 15	Representations and Warranties
Article 16	Insurance
Article 17	Confidentiality
Article 18	Regulatory Event / Taxes
Article 19	Miscellaneous

Preamble

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;

WHEREAS, the Town of Greenfield (“Town”) has developed an electricity supply program (“Program”) to aggregate consumers located within the Town and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the Town has received approval of its Program from the Massachusetts Department of Public Utilities (“Department”) in D.P.U. 13-183;

WHEREAS, Consolidated Edison Solutions, Inc., a New York corporation, having an address of 25 Corporate Drive, Burlington, Massachusetts 01803, and a principal office located at 100 Summit Lake Drive, Suite 410, Valhalla, New York 10595, duly authorized to conduct business in the Commonwealth of Massachusetts (“Competitive Supplier”), desires to provide All-Requirements Power Supply to consumers located within the Town, pursuant to the terms and conditions of the Town’s Program and this Competitive Electric Service Agreement (“Agreement”); and

WHEREAS, the Town desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the Town.

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

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this Agreement, including the Exhibits hereto, shall be defined as set forth in this Article I. Words defined in this Article I which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 Aggregation Plan - The Town of Greenfield Aggregation Plan, as adopted or amended by the Town from time to time.

1.2 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 to the Point of Delivery, distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale. This supply service also includes any costs associated with meeting Renewable Portfolio Standards ("RPS") at the levels required by currently applicable law.

1.3 Bankruptcy – With respect to a Party, 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.

1.4 Basic Service – Supply Service by the Local Distribution Company 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.

1.5 Business Day – Monday thru Friday except the following state holidays in MA: New Years Day, Martin Luther King Day, Presidents Day, Patriots Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

1.6 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.

1.7 Competitive Supplier - Consolidated Edison Solutions, Inc., a New York having an address of 25 Corporate Drive, Burlington, Massachusetts 01803, and a principal office located at 100 Summit Lake Drive, Suite 410, Valhalla, New York 10595, duly authorized to conduct business in the Commonwealth of Massachusetts.

1.8 Reserved.

1.9 Credit Rating – With respect to the Competitive Supplier, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor;

1.10 Delivery Term – The period which prices for All-Requirements Power Supply have been established, as set forth in Exhibit A.

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

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

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

1.14 Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distribution Company as of the Effective Date, at one or more locations within the geographic boundaries of the Town, or New Consumers, or consumers within the Town that are supplied by third party suppliers at the inception of the program and are therefore ineligible, that subsequently become eligible when those third party supply contracts lapse. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Town, as such boundaries exist on the Effective Date of this Agreement.

1.15 ESA – This Competitive Electric Service Agreement.

1.16 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 Agreement,

including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; acts of a public enemy; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Town may not be asserted as an event of *Force Majeure* by the Town; 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*.

1.17 General Communications – The type of communications described and defined in Article 7.6 herein.

1.18 Governmental Authority – Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Town.

1.19 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.

1.20 ISO-NE – 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.

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

1.22 Local Distribution Company or LDC – Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Town.

1.23 NEPOOL – The New England Power Pool.

1.24 New Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that become customers of the Local Distribution Company after the date of the initial Opt-out Notice and which consumers are initially placed on Basic Service.

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

1.26 Opt-In Procedure –The procedure for enabling Eligible Consumers to affirmatively elect to take supply pursuant to the Program, which procedure is more fully described in Exhibit C.

1.27 Opt-Out Notice – as set forth in Article 5.1.

1.28 Opt-Out Procedure –The procedure that enables Eligible Consumers to affirmatively elect not to participate in the program and either remain on or revert to Basic Service from the Local Distribution Company, which procedure is more fully described in Exhibit C.

1.29 Participating Consumers – Eligible Consumers enrolled in the Program.

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

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

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

1.33 Program – Town of Greenfield Consumer Choice Power Supply Program implemented pursuant to the Aggregation Plan.

1.34 Regulatory Event – A change in Governmental Rule by a Governmental Authority, including without limitation the Local Distribution Company’s tariffs, market rules, operating protocols and definitions, that have a material effect on the services and transactions contemplated by this Agreement. A “change” as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.35 Related Documents - Aggregation Plan and Exhibits, A, B, C, and D and E

1.36 Retail Price – As set forth in Exhibit A.

1.37 Service Commencement Date – The date of the Participating Consumers’ first meter read date after December 31, 2014, as may be extended by Force Majeure Events or as soon as necessary arrangements can be made with the Local Distribution Company thereafter.

1.38 Term – As defined in Article 6.1.

ARTICLE 2 CONDITIONS PRECEDENT

2.1 The Town's obligations under this Agreement shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain its Competitive Supplier license from the Department (as such term is defined in the Local Distribution Company's Terms and Conditions for Competitive Suppliers);
- b) execute a Competitive Electric Supplier Service Agreement with the Local Distribution Company in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates; and
- e) complete EDI testing with the Local Distribution Company.

If Competitive Supplier has not fulfilled all such requirements by the Effective Date, either Party may terminate this Agreement without any liability to the other Party.

ARTICLE 3 RIGHTS GRANTED

3.1 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 Agreement. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distribution Company 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. Competitive Supplier further recognizes that this Agreement does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 5 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Town change during the term of this Agreement, Competitive supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the Town as such boundaries existed on the Effective Date of this Agreement. The Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distribution Company, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity to be supplied by the Competitive Supplier pursuant to this Agreement.

The Town specifically authorizes the Local Distribution Company to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distribution Company. Competitive Supplier shall request consumption data for individual Participating

Consumers from the Local Distribution Company via EDI. If further action is required by the Local Distribution Company to authorize Competitive Supplier to receive such consumption and billing data, the Town agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers. Such assistance shall be limited to the execution of letters or documents prepared by Competitive Supplier expressing support for acquisition of such data. 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 Distribution Company.

ARTICLE 4 ROLE OF THE TOWN

4.1 ROLE OF TOWN

Under this Agreement, the Town shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers.

The Parties specifically agree that the role of the Town is to:

- i) set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this Agreement and to ensure that the Competitive Supplier complies with those terms and conditions;
- ii) assist the Competitive Supplier with the implementation of the Program, with the understanding that any assistance beyond the execution of reasonably requested documents that have been prepared by the Competitive Supplier, shall only be provided to the extent the Competitive Supplier pays any and all out of pocket costs incurred by the Town in providing such assistance;
- iii) oversee the public education program;
- iv) approve the opt out notice;
- v) act as consultant and advocate for Eligible Consumers with respect to the matters addressed in this Agreement.

Both Parties expressly agree that the remedies available to the Competitive Supplier in the event of Town default are limited to the specific performance remedy described in Article 6.

4.2 AGENCY RELATIONSHIP

The Town is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers and may consult with any or all Participating Consumers.

Unless inconsistent with any state or federal law, only the Town has the right to bring claims against the Competitive Supplier in litigation arising under this Agreement.

4.3 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that the Town shall have exclusive ownership of all right, title, and interest in and to all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as a result of execution of this Agreement. Competitive Supplier shall use Eligible Consumer data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this Agreement. Any other use of Eligible Consumer data without the prior written consent of the Town is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this Agreement (including, without limitation, collection of receivables), provided that Competitive Supplier will take Commercially Reasonable efforts to inform any such vendor of the confidential nature of such data and the restrictions set forth in this Article 4.3 and elsewhere in this Agreement. Except as expressly provided in this Agreement, Competitive Supplier shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier shall take Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this Agreement requires that Competitive Supplier to have access to or make use of any Eligible Consumer data, Competitive Supplier shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this Agreement and subject to the terms set forth in Article 19.2. A violation of this Article 4.3 shall be grounds for termination under Article 6.2. Competitive Supplier agrees violation of this Article 4.3 shall constitute irreparable harm.

ARTICLE 5 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

5.1 CONSUMER CHOICE AND OPT OUT RIGHTS AT PROGRAM INCEPTION

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 5. The Parties represent and warrant to each other that they shall not interfere with 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 Distribution Company and/or other lawful Governmental authority regarding the procedures for opting out or of switching from one source of electric supply to another, and pursuant to procedures described in Exhibit C. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

All Consumers that are potential Eligible Consumers as of the Effective Date will be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Town shall provide to Competitive Supplier a list of all Eligible Consumers as of the Effective Date, as well as such Eligible Consumers' service and billing addresses. Competitive Supplier shall notify each such Eligible Consumer

- (i) of the date on which such Eligible Consumer 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 Opt-Out Procedure described in Exhibit C..

The Town shall specify the design and content of the Opt-Out Notice. Competitive Supplier shall, at its cost, print the Opt-Out Notice and mail it to each such Eligible Consumer at least thirty (30) days prior to the date of automatic enrollment. The 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 included in Exhibit A;
- (iii) fully disclose the prices and terms then being offered for Basic Service by the Local Distribution Company;
- (iv) state how such Eligible Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distribution Company;
- (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; and
- (vi) include a postage-paid reply card that customers may use to exercise their opt-out rights.

Competitive Supplier shall commence All-Requirements Power Supply as of the Service Commencement Date to such Eligible Consumers that have not exercised their right to opt out. All such Consumers shall then be deemed Participating Consumers and shall be entitled to receive supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

5.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distribution Company notifies Competitive Supplier of the existence of a New Consumer (New Customer Notice) and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive

Supplier will be providing All-Requirements Power Supply to such New 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. Competitive Supplier shall mail an Opt-Out Notice (as described in Article 5.1) to each such New Consumer at least thirty (30) days prior to the date of automatic enrollment. If the New Consumer is in the largest industrial rate class, Competitive Supplier may contact such new consumer and reasonably determine if such New Consumer is expected to consume more than 1,000,000 kWh per year. If Competitive Supplier reasonably determines, within 5 business days of receiving the New Customer Notice from the local distribution Company, that such customer is expected to consume more than 1,000,000 kwh per year such consumer shall be designated a Very Large New Consumer.

Any New Consumer, other than a Very Large New Consumer, that does not elect to opt-out of the Program as provided in this section will be automatically enrolled by Competitive Supplier in the Program, will then be deemed a Participating Consumer and shall be entitled to receive supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement. Promptly after determining that a New Consumer is a Very Large New Consumer, Competitive supplier shall quote a price at then prevailing market rates. If the price is acceptable to such Very Large New Consumer the Competitive Supplier will assist the consumer with the Opt In procedure described in Exhibit C. Once enrolled in the program such consumer shall be deemed a Participating Consumer and be entitled to receive supply at the market price quoted by the Competitive supplier and otherwise pursuant to the terms and conditions of this Agreement.

5.3 CONSUMERS SUPPLIED BY THIRD PARTIES

CONSUMERS SUPPLIED BY THIRD PARTIES

Consumers being served under other competitive supply programs offered by third parties are not eligible to participate in the Program and will not be automatically enrolled as Participating Consumers under this Agreement at the inception of the Program. If any such consumer terminates its third party supply agreement, they will then be eligible to participate in the Program. Any such residential customer or small commercial customer (small commercial is defined to mean a non-residential consumer who at the time of Opting In is determined to have a historical demand, for the preceding 12 months, of less than 10 kW) may affirmatively opt-in to the Program and pay the same price that is offered to New Consumers. All other consumers are entitled to participate at then prevailing market rates. The Competitive Supplier shall follow the procedure described in Section 4 of Exhibit C to enroll consumers pursuant to this section 5.3. Promptly after receiving notice of the interest of any Consumer described in this section, the Competitive Supplier shall quote a price for participation in the Program, at the price listed in Exhibit A for residential and small commercial consumers, and at then prevailing market rates for all other consumers described in this section. Once enrolled in the Program, such consumer shall be deemed a Participating Consumer and be entitled to receive supply at the price quoted by the Competitive Supplier and otherwise pursuant to the terms and conditions of this Agreement.

5.4 CONSUMERS THAT OPT OUT AND THEN OPT BACK IN

Any Consumers that elects to opt out of the Program may subsequently elect to opt back in.

Promptly after receiving notice of the interest of such consumer in the program the Competitive Supplier shall quote a price for participation in the Program at then prevailing market rates. If the price is acceptable to such consumer the Competitive Supplier will assist the consumer with the Opt In procedure described in Exhibit C. Once enrolled in the program such consumer shall be deemed a Participating Consumer and be entitled to receive supply at the market price quoted by the Competitive supplier and otherwise pursuant to the terms and conditions of this Agreement.

5.5 ENROLLMENT

The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distribution Company for initial enrollment in the Program and all enrollments of eligible consumers during the term of this Agreement, in accordance with the procedures outlined in Exhibit C.

5.6 ERRORS OF LOCAL DISTRIBUTION COMPANY

In providing the notifications set forth in this Article, and in otherwise conducting the activities described in Article 5, the Competitive Supplier must rely upon information provided to it by the Local Distribution Company for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Eligible Consumers resulting from errors or omissions in the information provided to it by the Local Distribution Company.

ARTICLE 6 TERM OF CONTRACT AND TERMINATION

6.1 TERM

This Agreement shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' first meter read date after December 31, 2015 unless terminated earlier under Article 6.2 below ("Term").

6.2 TERMINATION

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

- a) by the Town, or the Competitive Supplier, if either Party fails to remedy or cure its breach of any material provision or condition of this Agreement (excluding the failure to provide or arrange for All Requirements Power Supply, which is addressed in Article 6.2(c)), within sixty (60) days following written notice to do so by the non-breaching Party; or

- b) by the Town, or the Competitive Supplier, if this Agreement or any material provision or condition of this Agreement be finally adjudged invalid by any court or tribunal of competent jurisdiction, or if the Department or Government Authority exercises any lawful jurisdiction so as to invalidate or disapprove this Agreement in whole or in significant part; or
- c) by the Town in the event of the failure of the Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of *Force Majeure* or the Town's failure to perform; *provided, however*, that the Town shall not be permitted to terminate this Agreement if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distribution Company, or the ISO-NE. No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall such a waiver of one default be deemed a waiver of any other subsequent default; or
- d) by the Town in the event of the Bankruptcy of the Competitive Supplier or its Guarantor

6.3 OBLIGATIONS UPON TERMINATION

Following termination of this Agreement, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of terminations of the Agreement. Upon the effective date of termination of the Agreement, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of the right to collect all monies due for services rendered to that date.

The Parties expressly agree that the remedies available to the Competitive Supplier in the event of Town default are limited to the specific performance as described in this Article 6.

In the event of any default by the Town, the Parties expressly agree that the remedies available to the Competitive Supplier do not include the right to seek any monetary damages from the Town,

The Competitive Supplier specifically waives all rights it may have at law to claim that the Town has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this Agreement.

6.4 SPECIFIC PERFORMANCE

Notwithstanding any other provision herein, the Parties agree that if the Town, after receiving a default notice, and after the opportunity to cure that default within the cure periods described in Article 6.2, (i) fails to comply with any material provision of, or obligation imposed on it under, this Agreement, (ii) seeks to suspend or terminate the Program during the Term in violation of any provision of this Agreement, or (iii) seeks to terminate this Agreement except as expressly authorized in Article 6.2, Competitive Supplier shall be entitled to specific performance of this Agreement. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this Agreement, there is no remedy at law adequate to

compensate Competitive Supplier for the Town's actions as described in (i), (ii) and/or (iii), and further agree that Competitive Supplier will suffer irreparable harm if the Town takes any of the actions described in (i), (ii) or (iii) herein.

6.5 EXTENSION

The Agreement may be extended beyond the termination date established in Article 6.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this Agreement shall continue to be in effect throughout such extension period, and all provisions of the Agreement shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 6.2.

ARTICLE 7 CONTINUING COVENANTS

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

7.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this Agreement, the Competitive Supplier shall exercise Commercially Reasonable Efforts to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver a safe and reliable supply of such amounts of electricity to the Point of Delivery as are required under this Agreement; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good customer service practices as defined in Article 7.2 and employs Commercially Reasonable skills, systems and methods available to it.

7.2 CUSTOMER SERVICE POLICIES AND PRACTICES

The Competitive Supplier agrees to provide, or cause to be provided, Customer Service Policies and Practices to Participating Consumers as described more fully in Exhibit D. The Town reserves the right to post program-related information on the Town's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

7.3 RESPONDING TO REQUESTS FOR INFORMATION

The Competitive Supplier shall, during normal business hours (as set forth in Exhibit D), respond promptly and without charge therefore to reasonable requests of the Town for information or explanation regarding the matters covered by this Agreement and the supply of electricity to Participating Consumers. If such matter pertains to a particular consumer, and consumer consent is required by law, the Town will secure such consent before requesting any information under this section. 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). Such Service Contacts shall be initially identified in Exhibit E. The Competitive Supplier shall update the names of such service contacts as necessary during the Term of this Agreement. Whenever necessary to comply with this Article the Service Contacts shall call upon other employees or consultants of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 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, Government Authority or Attorney General regarding customer service.

7.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted delivery of reliable, safe, firm, All-Requirements Power Supply to the Local Distribution Company for delivery to Participating Consumers. In the event the Competitive Supplier is unable to deliver sufficient electricity to the Point of Delivery to serve Participating Consumers, the Competitive Supplier shall make arrangements for an alternative supply as may be necessary to continue to serve Participating Consumers under the terms of this Agreement, and shall bear any costs it may incur in carrying out these obligations. Competitive Supplier shall not be responsible to the Town or any Participating Consumers in the event the Local Distribution Company disconnects, curtails or reduces service to Participating Consumers.

7.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with rate classifications as appear in Exhibit A, or which can vary based on market conditions as allowed by Article 5. Competitive Suppliers prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provisions of law. The Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may to the extent allowed by law and regulation, reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer’s failure to pay bills from the Competitive Supplier. Provision of electric energy supply shall be subject to Competitive Supplier’s credit policies described in Exhibit A, to the extent permitted by law.

7.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Town in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related

to this Agreement or the Program. Competitive Supplier shall, prior to sending any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic 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), provide a copy of such General Communication to the Town for its review to determine whether it is consistent with the purposes and goals of the Town. The Town shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Town, factually inaccurate or likely to mislead provided, however: (i) that the communication shall be deemed approved if the Town fails to respond within seven (7) Business Days and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. The Town 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 Town.

7.7 PARTICIPATING CONSUMER LIST

To the extent not prohibited by any Governmental Rule Competitive Supplier shall, upon request of the Town, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and consumption information as the Town 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.

7.8 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this Agreement.

7.9 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 reasonably requests the Town's assistance in obtaining such consent or approval and the Town 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 Town's assistance, and if so, the Competitive Supplier shall reimburse the Town for all costs, up to the estimated dollar amount, reasonably incurred by the Town in connection with such efforts.

ARTICLE 8 PRICES AND SERVICES; BILLING

8.1 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 Exhibit A to this Agreement, which Exhibit is hereby incorporated by reference into this Agreement.

8.2 OBLIGATION TO SERVE

Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Article 5, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs, subject to Competitive Supplier's credit policies described in Exhibit A and to the extent permitted by law, and subject to the terms of any approval or other order of the Department with respect to this Agreement.

8.3 METERING

The Local Distribution Company will be responsible for all metering and the metered usage as reported by the Local Distribution Company shall be the basis for all routine bills under this Agreement.

8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

8.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. The prices quoted in Exhibit A shall be inclusive of and the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distribution Company.

8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this Agreement, or agreed to by the Parties, all billing under this Agreement shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distribution Company and Competitive Supplier shall cause the Local Distribution Company to prepare and render bills to Participating Consumers on a monthly basis, and the billing and payment terms offered by the Local Distribution Company to Basic Service customers shall apply to all billing under this Agreement. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distribution Company under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. Both parties understand that these costs will be collected by the Local Distribution Company in the same manner that such local transmission and distribution costs are collected from Basic Service customers.

8.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply 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 Agreement. 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 9 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

9.1 COMPLIANCE WITH RENEWABLE PORTFOLIO STANDARD

Competitive Supplier hereby agrees that it will comply with the applicable provisions of G.L. c. 25A, §11F, §11F1/2, and any regulations, orders or policies adopted pursuant thereto.

9.2 GREEN OPTION

Competitive Supplier hereby agrees that it will incorporate the Green Option program as described in Exhibit A into Supplier's provision of All Requirements Power Supply under this Agreement and offer such program following the procedures described in Exhibit C.

ARTICLE 10 CUSTOMER SERVICE PROTECTIONS

Competitive Supplier shall post a copy of this Agreement on its web site so that it is available to all Eligible Consumers and provide a copy of this Agreement to any consumer that contacts the Competitive Supplier and requests a copy. Competitive Supplier agrees that it shall comply with the provisions of 220 C.M.R. 11.00, 25.00, 26.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, 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). The Competitive Supplier shall, comply with the Customer Service Policies and Practices attached as Exhibit D and incorporated by reference into this Agreement. Such written description shall also include the Competitive Supplier's plan for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "affirmative choice" requirements of § 1F(7); and for handling consumer complaints, including any arbitration procedures. The Competitive Supplier agrees to provide notice to the Town of any consumer complaints received from a Participating Consumer,

and to grant the Town the right to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law.

In addition, and in accordance with the M.G.L. c. 164, § 1F(2) and 220 CMR 11.05, in event of a dispute regarding an invoice or Competitive Supplier's service under this Agreement, 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 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

12.1 POWER SUPPLY INFORMATION

12.1.1 Monthly Report of Sales

Competitive Supplier shall provide the Town or its consultant with a monthly report of sales which will contain: (i) the actual kWh sales for each meter read of the reporting periods and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The monthly report will be due to the Town or its consultant within forty-five (45) days following the close of each month. The kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name and shall be listed separately for the Basic Product and any Optional Product(s) as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

12.1.2 Monthly Report of Opt-Outs and Drops

Competitive Supplier shall provide the Town or its consultant with a monthly report of opt-outs and drops which will contain: (i) the number of Eligible Consumers that opt-out of the program prior to enrollment and (ii) the number of Participating Consumer accounts that are dropped from the program. The monthly report will be due to the Town or its consultant within forty-five (45) days following the close of each month. The information shall be listed in the report both by rate code and rate name and shall be listed separately for the Basic Product and any Optional Product(s). This information shall be provided in electronic format.

12.1.3 Monthly Report of Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address, meter read date, usage, demand, and ICAP data. Competitive Supplier will make such data available to the Town or its consultant within forty-five (45) days following the close of each month. This information shall be provided in electronic format.

12.1.3 Standard of Care with respect to information or data submissions

Competitive Supplier shall use Commercially Reasonable practice in preparing and providing any information or data required under the Agreement. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error it shall provide corrected information or data to the Town or its consultant within a Commercially Reasonable time.

12.2 POWER SUPPLY REPORT

Within fifteen (15) days of the end of each quarterly reporting period, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this Agreement. Competitive Supplier shall post the "Disclosure Label" on its web site under Town of Greenfield power supply program.

12.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Town will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system.

12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Town a copy of each public periodic or incident-related report or record relating to this Agreement 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 regulations to keep such reports confidential. The Town shall treat any reports and/or filings received from Competitive Supplier as Confidential Information (as defined below) subject to the terms of Article 17 .

ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW

13.1 CHOICE OF LAW

This Agreement and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts. Venue for any judicial proceeding

involving a dispute arising from this Agreement shall be the United States District Court for Massachusetts, or Franklin County Superior Court.

13.2 DISPUTE RESOLUTION

Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this Agreement. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this Agreement. Any dispute that arises under or with respect to this Agreement 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 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 period is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association, Boston, Massachusetts, appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed ten (10) business days, unless such time period is extended by written agreement of the Parties. The decision to continue mediation shall be in the sole discretion of each Party. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, either Party may seek judicial enforcement. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

Participating Consumers are not Parties to this Agreement. The Parties agree that the rights of Participating consumers are described in this Agreement and that Participating Consumers shall be afforded the dispute resolution remedies described in Exhibit D to enforce the rights described in this Agreement.

ARTICLE 14 INDEMNIFICATION

14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

Competitive Supplier shall indemnify, defend and hold harmless the Town (Indemnified Party) and the Indemnified Party's officers, employees, officials, consultants, representatives and independent contractors, from and against any and all third party claims, costs, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving the foregoing Indemnified Party to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this Agreement and not

resulting from the actions of the Local Distribution Company, the Town or its employees or consultants, or (ii) Competitive Supplier's actions or omissions taken or made in connection with Competitive Supplier's performance of this Agreement that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Town, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article 14.1.

14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Town seeks indemnification pursuant to this Article, 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. The Competitive Supplier will respond to the Town's notice requesting defense and indemnification of a claim within ten (10) business days with a communication as to whether it assumes the defense and indemnification of such claim. 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 Town.

14.3 DUTY TO MITIGATE

Each Party agrees that it has a duty to mitigate damages and covenants that it will use Commercially Reasonable efforts to minimize any damages that may be incurred as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 15 REPRESENTATIONS AND WARRANTIES

15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this Agreement, the Competitive Supplier hereby represents and warrants to the Town as of the Effective Date of this Agreement 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 Agreement;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under the Agreement 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 Agreement 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 precedent set forth in Article 2, this Agreement 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 Town in conformance with the terms and conditions of

this Agreement, subject to bankruptcy, insolvency, reorganizations 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) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Town pursuant to this Agreement, 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
- g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

15.2 BY THE TOWN

As a material inducement to entering into this Agreement, the Town hereby represents and warrants to Competitive Supplier as of the Effective Date of this Agreement as follows:

- a) this Agreement constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms;
- b) the execution, delivery and performance of this Agreement are within the Town's powers, have been or will be duly authorized by all necessary action;
- c) the Town has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this Agreement or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- d) all Participating Consumers will be bound as principals to this Agreement in accordance with the municipal aggregation provisions of the Restructuring Act ; and
- e) no Bankruptcy is pending or threatened against the Town.

ARTICLE 16 INSURANCE

In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this Agreement, comprehensive commercial general liability insurance of at least \$5,000,000 combined single limit and excess liability coverage of at least \$5,000,000 (which limits can be met in the aggregate by Competitive Supplier's policies) with insurers and with the Town named as additional insured. Competitive Supplier shall provide the Town with evidence, reasonably satisfactory to the Town, of its insurance hereunder, upon request.

ARTICLE 17 CONFIDENTIALITY

Competitive Supplier acknowledges that the Town is subject to public records laws, including without limitations, M.G.L.c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10, and that any document that is deemed a public record under the Public Records Law (hereinafter Public Records) will be released to any requesting person without notice to any Party. To the extent information is shared that is not a Public record, including consumer data that is covered by confidentiality rules and regulations of the DPU, or information relating to proprietary information of the

Competitive Supplier that fits within one of the exemptions to the Public Records Law, (hereinafter Confidential Information) each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any Confidential 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 Agreement. The Party receiving Confidential 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 Agreement 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.

This Agreement once executed will be deemed a Public record and treated as such. If either Party is compelled to disclose any Confidential Information of the other Party, such Party shall request 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.

For the avoidance of doubt, the information related to this Agreement that is considered Confidential Information shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connections 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 that is not reduced to an executed settlement agreement;
- e) Competitive Supplier's insurance policies;
- f) any financial security instruments(s) provided by Competitive Supplier;
- g) any additional information which either Party marks as "Confidential" at the time of the release of the Information and persuasively justifies that such information fits within one of the exemptions to the Public Records Law.

All of the above to the extent any such document is not determined to be a Public Record by a decision of the of Secretary of State's office.

ARTICLE 18 REGULATORY EVENT/NEW TAXES

18.1 REGULATORY EVENT

If a Regulatory Event occurs, or any New Taxes are imposed, the Parties shall use their best efforts to reform this Agreement to give effect to the original intent of the Parties. If a Regulatory Event or a New Tax affects Competitive Supplier and Competitive Supplier incurs additional costs as a result thereof, Competitive Supplier shall provide a notice to the Town that documents: a) the effective date of the regulatory event or new Tax; b) a detailed explanation of the cost incurred as a result of the regulatory event or New Tax; 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; e) a proposed plan for coordinating with the LDC for an increase in the price per kWh that is billed by the LDC, designed to reimburse the Competitive Supplier for such cost impact. If the Town and the Competitive supplier can not agree on the reimbursement contemplated by this section the matter shall be resolved by dispute resolution in accordance with section 13.2.

ARTICLE 19 MISCELLANEOUS

19.1 NO ASSIGNMENT WITHOUT PERMISSION

Other than in connection with a sale of all or substantially all of its competitive electric supply business, Competitive Supplier shall not assign its rights and privileges under this Agreement without the prior written approval of the Town. Such approval may be denied at the reasonable discretion of the Town if it determines that the proposed assignee does not have at least the same financial ability as the assigning Competitive Supplier. Notwithstanding the foregoing, the Town may not unreasonably withhold its consent to an assignment to an affiliated entity under common control or management with Competitive Supplier or Competitive Supplier's corporate parent. Competitive Supplier shall warrant that Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this Agreement. The Town may assign this Agreement without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Town and such assignment would not in any way impair the rights and interests of Competitive Supplier under this Agreement. The rights and obligations created by this Agreement shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

19.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Town, Competitive Supplier agrees to (i) give the Town written notice of such new product or service and (ii) discuss with the Town the possible inclusion of such new product or service in this or another aggregation program undertaken by the Town. The Parties agree to negotiate in good faith the terms, conditions, and prices for such products and services which the Parties agree should be included in a Town aggregation program.

Competitive Supplier also agrees not to engage in any direct marketing to any Participating Consumer or other Eligible Consumers located within the Town that relies upon Competitive Supplier's unique knowledge of, or access to, such consumers gained as a result of this Agreement. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-Based Programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this Agreement shall not constitute such "direct marketing." Broad Based Programs shall be defined to mean generic corporate marketing programs directed at consumers in general as opposed specific marketing efforts directed at Town consumers.

19.3 NOTICES

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

If to Competitive Supplier:

Consolidated Edison Solutions, Inc.

25 Corporate Drive

Burlington, MA 01803

Attention: Sam Morgan

With a copy to:

Consolidated Edison Solutions, Inc.

100 Summit Lake Drive, Suite 410

Valhalla, NY 10595

Attention: General Counsel

If to Town:

Office of the Mayor

14 Court Square, 2nd Floor

Greenfield, MA 01301

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 Agreement; (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 Agreement; 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 Agreement. Any Party may change its address and contact person for the purposes of this Article 19.3 by giving notice thereof in the manner required herein.

19.4 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 Town.

19.5 ENTIRE AGREEMENT; AMENDMENTS

This Agreement 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 Agreement may only be amended or modified by a written instrument signed by all Parties hereto.

19.6 FORCE MAJEURE

If by reason of *Force Majeure* either 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 the occurrence of the *Force Majeure*, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of the performance is of no greater scope and of no longer duration than is required by the event of *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 one hundred eighty (180) days or longer, either Party may terminate this Agreement by sending the other Party a written notice; *provided, however*, that the same shall not constitute a default under this Agreement and shall not give rise to any damages.

19.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including, without limitation, all of its attorneys' fees and expenses, except as otherwise expressly provided in this Agreement.

19.8 NO JOINT VENTURE

Competitive Supplier will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute either 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 Town and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

19.9 JOINT WORK PRODUCT

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

19.10 COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

19.11 COST RECOVERY

The Parties acknowledge that the Price for energy as described in Exhibit A includes the Consultant Commission described in Exhibit A to cover the cost of developing, implementing and operating the Aggregation. The Competitive Supplier agrees to include this cost adder in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, in the manner described in Exhibit A, and acknowledges this obligation as a material obligation of this Agreement.

19.12 WAIVER

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

19.13 AGGREGATION PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Aggregation Plan. The Parties agree that the Aggregation Plan, in the form as it exists on the Effective Date of this Agreement, is incorporated into this Agreement by reference, and that it shall be construed harmoniously with this Agreement to the greatest practicable extent. Notwithstanding the foregoing, in the event of any conflict between this Agreement and the Aggregation Plan, this Agreement shall govern. The Town will provide Competitive Supplier with amendments to the Aggregation Plan as they are adopted; provided, however, that such amendments are not incorporated into this Agreement as a result of such adoption. Any amendments hereto must be made in accordance with Article 19.5 of this Agreement.

19.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use the name of the Town, or make any reference to the Town in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Town expressly agrees to such usage. Any proposed use of the name of the Town must be submitted in writing for agreement and prior approval, which shall not be unreasonably withheld. The Town acknowledges that the Competitive Supplier and/or the Competitive Supplier's corporate affiliates own the exclusive rights 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 Town hereunder, and the Town agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

19.15 PRESS RELEASES

The Town reserves the right to issue press releases with respect to this Agreement and the Aggregation program in general without the prior agreement of the Competitive Supplier, provided that the Town shall give 3 business days notice to the Competitive Supplier of any press release that mentions the Competitive Supplier by name. The purpose of this notice requirement is to provide opportunity to the Competitive Supplier to comment on the content of such press release and to give the Town the opportunity to take such comments into consideration before making the final discretionary decision regarding the content of any such press release.

19.16 HEADINGS AND CAPTIONS

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

19.17 SURVIVAL OF OBLIGATION

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

19.18 REMEDIES

A. General

Subject to the limitations set forth in this Article and Article 6, the Town 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 Agreement.

B. Limitations

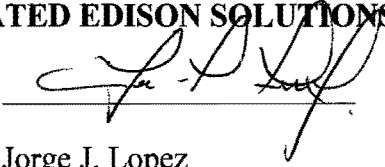
NEITHER PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

19.19 COMPLIANCE WITH LAWS

By entering into this Agreement, the Parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission (“FERC”), the Department, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources (“DOER”) and any other governmental authorities having jurisdiction over any element of the transactions contemplated by the Agreement.

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

CONSOLIDATED EDISON SOLUTIONS, INC.

By: 
Name: Jorge J. Lopez
Title: President and Chief Executive Officer
Address: 100 Summit Lake Drive Valhalla, NY 10595
Dated: 12-10-17

TOWN OF GREENFIELD


By: 
Name: William F. Martin
Title: Mayor
Address: 14 Court Square, 2nd Floor
Greenfield, MA 01301
Dated: 11-20-14

EXHIBIT A

PRICES AND TERMS

Greenfield Community Light and Power Electricity Supply Program

Price by Rate Classification

Standard Product (all Eligible Consumers will be enrolled in the Standard Product unless they Opt Out prior to enrollment or elect the Optional Product)

All prices are fixed and inclusive of all ancillary services and quoted in \$ per kWh.

Rate Class*	Price (\$/kWh)
Residential	.1295
Small Business	.1299
Medium and Large Business	.1257

*Rate classes for Residential, Small Business, and Medium and Large Business as established in the Basic Service categories of the local distribution company.

Optional Product (Eligible Consumers will be enrolled in this option which includes the purchase of renewable energy certificates as described below, only if they affirmatively elect this option)

All prices are fixed and quoted in \$ per kWh as the price adder to be added to the prices in the table above for the Standard Product, for consumers that affirmatively elect the Optional Product

Rate Class	Price (\$/kWh)
Residential	.0166
Small Business	.0166
Medium and Large Business	.0166

Terms for System Supply Service

Renewable Energy in System Supply:

1. **Renewable Portfolio Standard:** The Competitive Supplier shall include Renewable Energy in the All Requirements Power Supply mix in an amount no less than that required by any Governmental Authority, including laws, regulations or policies adopted pursuant to the provisions of G.L. c. 26A, section 11F and 11F1/2, starting with the requirement on the Start-Up Service Date, or pay all penalties imposed by any Governmental Authority related to Renewable Energy requirements.

2. **Standard Product:** The standard product prices quoted above includes the cost to purchase ME Hydro Recs for the balance of the load not covered by the MA RPS and APS requirements.
3. **Optional Product:** The Optional product includes the purchase of RECs as specified below:

	A	B	C	D
1		Contract lapsing in 2015	Contract lapsing in 2016 (22 and 24 month)	Contract lapsing in 2017 (34 and 36 month)
2	RECS to satisfy all requirements of the MA RPS and APS	As required	As required	As required
3	Additional MA Class 1 Wind	20%	20%	20%
4	ME Hydro RECs*	RECs required to hit 100% below	RECs required to hit 100% below	RECs required to hit 100% below
5	Total	100%	100%	100%
6	Price adder in \$ per kWh to be added to Table 1 and 2 prices	\$.0166	\$.0166	\$

Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the RECs for the Standard and Optional Products. All such RECs shall either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party satisfactory to the Town such as Green-e.

Term: The period of delivery of All Requirements Power Supply shall commence with Participating Consumers' first meter read date after December 31, 2014 and terminate with Participating Consumers' first meter read date after December 31, 2015, unless terminated earlier under Article 6.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program using the procedures described in Exhibit C. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor does Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such

consumer to a Basic Service in the event that the Participating Consumer fails to pay to Competitive supplier amounts past-due greater than sixty (60) days.

Consultant Commission: All prices quoted above include a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage payable to Peregrine Energy Group, the consultant hired by the Town to develop, implement, and administer the Program. The Competitive Supplier agrees to include this commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this Agreement. The competitive supplier shall pay the commission fee ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distribution Company. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this Agreement.

EXHIBIT B

MONTHLY REPORT OF SALES

Basic Product

Rate Code	Rate Name	Accounts	Customers	kWh
R-1	Res. Non-Heat/Annual	[x]	[x]	[x]
R-2	Res. Assist	[x]	[x]	[x]
R-3	Res. Space Heating	[x]	[x]	[x]
R-4	Res. Assist. Space Heating	[x]	[x]	[x]
G-1	General – Annual	[x]	[x]	[x]
G-2	General-Medium TOU	[x]	[x]	[x]
G-3	General-Large TOU	[x]	[x]	[x]
G-5	General-Comm. Heating	[x]	[x]	[x]
G-7	General TOU	[x]	[x]	[x]
R-5	Res. General-Water Heating	[x]	[x]	[x]
S-1	Street & Traffic Lights	[x]	[x]	[x]
S-2	Customer Owned Street Ltg.	[x]	[x]	[x]
Total:		[x]	[x]	[x]

Optional Product

Rate Code	Rate Name	Accounts	Customers	kWh
R-1	Res. Non-Heat/Annual	[x]	[x]	[x]
R-2	Res. Assist	[x]	[x]	[x]
R-3	Res. Space Heating	[x]	[x]	[x]
R-4	Res. Assist. Space Heating	[x]	[x]	[x]
G-1	General – Annual	[x]	[x]	[x]
G-2	General-Medium TOU	[x]	[x]	[x]
G-3	General-Large TOU	[x]	[x]	[x]
G-5	General-Comm. Heating	[x]	[x]	[x]
G-7	General TOU	[x]	[x]	[x]
R-5	Res. General-Water Heating	[x]	[x]	[x]
S-1	Street & Traffic Lights	[x]	[x]	[x]
S-2	Customer Owned Street Ltg.	[x]	[x]	[x]
Total:		[x]	[x]	[x]

Note: Rate Codes and Rate Names are listed for illustration. Supplier shall list actual Rate Codes and Rate names served in the program.

EXHIBIT C

CUSTOMER ENROLLMENT, OPT-OUT AND OPT-IN PROCEDURES

The following protocols describe the procedures for customer enrollment, opt out, and opt in. The protocols are designed to be consistent with the Local Distribution Company's Terms and Conditions for Competitive Suppliers. In the event of a conflict between these protocols and those Terms and Conditions, the Terms and Conditions shall govern.

1. Pre-Enrollment Opt-Out Notice, Pre-Enrollment Opt-Out Procedure, and Initial Enrollment

1.1. Opt-Out Notice and Reply Card

1.1.1. The Town shall design an Opt-Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their opt-out right.

1.1.2. The Competitive Supplier shall print the Opt-Out Notice and Opt-Out Reply Card.

1.2. Customer List

1.2.1. After approval by the DPU and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company (LDC) will electronically transmit a Customer List, including the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer, to the Town's designated Competitive Supplier to facilitate the notification and opt-out requirements of the program.

1.3. **Opt-Out Mailing.** Within five (5) business days of receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Opt-Out Reply Card to all Basic Service customers in the Town.

1.4. **Customer Opt-Outs.** During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt-out of the aggregation by:

1.4.1. Mailing the opt-out reply card to the Competitive Supplier; or

1.4.2. Calling the Competitive Supplier's customer service number and requesting to opt out.

1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. Within five (5) business days after the conclusion of the 30-day opt-out period, the Competitive Supplier shall submit an "enroll customer" transaction to the LDC for all Basic Service customers in the Town that did not opt out, pursuant to section 1.4.1 or 1.4.2.

1.5.2. Subject to the LDC's Terms and Conditions for Competitive Suppliers, generation service will commence as follows:

1.5.2.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

1.5.2.2. On the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction.

1.6. Report to Town. Within five (5) business days after sending the "enroll customer" transactions, the Competitive Supplier shall provide the Town with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the LDC, and if so the date.

1.7. Undeliverable Opt-Out Notices. If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second Opt-Out Notice is not returned, and if the customer does not opt-out within thirty (30) days from the date of the postmark of the second mailing, the Competitive Supplier shall submit an enrollment transaction for the customer no less than five (5) business days after the conclusion of the 30-day opt-out period.

2. New Customers

2.1 New Customers are customers that become customers of the LDC after the date of the initial opt-out notice, for example because they moved into the town.

2.2. On a monthly basis, the LDC shall provide the Competitive Supplier with a Customer List for all New Customers in the Town.

2.3. Within five (5) business days after receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Reply Card to all New Customers.

2.4. Within five (5) business days after the conclusion of the 30-day opt-out period for the new customers, the Competitive Supplier shall submit an "enroll customer" transaction to the LDC for all New Customers that did not opt-out within the 30-day opt-out period. If any Opt-Out Notices are returned as undeliverable, Competitive Supplier shall attempt to identify a correct address and re-send the notice as described in section 1.7.

2.5. Commencement of Service. As specified in the LDC's Terms and Conditions for Competitive Suppliers, generation service will commence as follows:

2.5.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

2.5.2. On the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction.

2.5.3. Competitive Supplier will not be responsible for delays caused by the LDC.

3. Opt-Out After Initial Enrollment

- 3.1. Opt-Out Procedure.** Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:
 - 3.1.1. By calling the Competitive Supplier's customer service number and requesting to opt-out, in which case the Competitive Supplier shall submit a "supplier drops customer" transaction to the LDC within one (1) business day;
 - 3.1.2. By calling the LDC and requesting to be returned to Basic Service, in which case the LDC shall submit a "customer drops supplier" transaction; or
 - 3.1.3. By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit an "enroll customer" transaction to the LDC.
- 3.2. Effective Date.** The intent is that a customer that opts out will no longer receive Generation service through the aggregation as of:
 - 3.2.1. the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;
 - 3.2.2. the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

4. Opt-In Procedure

Opt-In Procedure

4.1. Applicability

- 4.1.1. Customers not being served by the aggregation may opt in at any time.
- 4.1.2. The opt-in procedure applies to the following customers:
 - 4.1.2.1. customers that were once enrolled in the aggregation and opted out;
 - 4.1.2.2. customers that were not previously enrolled in the aggregation because they opted-out before being enrolled; and
 - 4.1.2.3. customers that were not previously enrolled in the aggregation because they were supplied by a competitive supplier at the time of Program launch.

4.2. Prices

- 4.2.1. With one exception, prices for opt-in customers shall be at prevailing market rates at the time of the opt in. The exception relates to those residential consumers and small commercial consumers that were not eligible at Program launch because they were supplied at that time by another supplier. This latter category of consumers may opt-in at the Aggregation price. Unless this requirement is

waived by the Town, the end date of any opt-in agreement shall be coterminous with end date of the Standard Product

4.2.2. The Competitive Supplier shall notify the Town of all prices offered to opt-in customers.

4.3. Opt-in Process.

4.3.1. Customers may opt-in to the aggregation by calling the Competitive Supplier's customer service number and requesting to opt-in.

4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the Competitive Supplier shall submit an "enroll customer" transaction to the LDC within five (5) business days.

5. Optional Products

5.1. Prior to enrollment, Customers may elect an Optional Product by calling the Competitive Supplier's customer service number. The Competitive Supplier shall enroll customers making such an election on the Optional Product.

5.2. Customers enrolled in the program may elect an Optional Product, or a return to the Basic Product, by calling the Competitive Supplier's customer service number. Within five (5) business days after a customer makes such an election, the Competitive Supplier shall submit a "change supplier data" transaction to the LDC to make the change in the customer's rate option.

EXHIBIT D

CUSTOMER SERVICE POLICY AND PRACTICES

Note: Bidders will be asked to submit their own policies and practices in response to the RFP. The exhibit D submitted with any supplier bid shall at a minimum:

- 1) Include the following statement, prominently placed at the beginning this Exhibit D:
“ The detailed terms of service are more fully described in the Competitive Electric Service Agreement executed on _____ , which is posted and available on the Competitive Supplier’s web site at the following link: _____ . Competitive supplier will provide a copy of this Agreement to any participating Consumer that requests a copy.
- 2) Provide for Customer services that are reasonably accessible to all Participating Consumers during normal working hours and that allow Participating Consumers to transact business they may have with the Competitive Supplier; Such Customer service to include availability of Bilingual (Spanish) customer service representative; online customer chat line; customer emails responded to within one business day, and after hours voice messages answered by experienced customer service rep the following business day.
- 3) Provide a toll-free telephone number that will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M. – 5:00 P.M. Eastern Standard Time or Eastern Daylight Saving Time, as applicable, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier;
- 4) Include the offer to resolve any dispute with any Participating Consumer pursuant to the dispute resolution procedures described in 220 CMR 25.02 (4), or MGL c 164 (1) (F) (2).
- 5) Affirmative Choice: All Participating Consumers will have the right to opt out of the Program at any time without penalty. Participating Consumers who opt out will have the right to return to the Program at a price that reflects market prices at the time of their return.
- 6) Competitive Supplier will assign a senior Customer Service Team representative to be primary contact for the Town of Greenfield.

Exhibit E SERVICE CONTACTS

As required by Article 7.3, the Town may contact the following representatives of the Competitive Supplier with requests for information or clarification at the telephone numbers and or email addresses listed below:

Name: Sam Morgan
Title: Sales Manager--Northeast
Office Address: Suite 310 25 Corporate Drive Burlington MA 01803
Telephone: 781 203 2707
Email: morgansa@conedsolutions.com

Name: Nancy Warwick
Title: Manager of Customer Operations
Office Address: 100 Summit Drive Valhalla NY 10595
Telephone: 914 285 7039
Fax: 914 358 6466
Email: warwickn@conedsolutions.com

These Service Contacts may be updated from time to time without the need for an amendment of this Agreement