



City Council AGENDA

Tuesday, September 2, 2025 - 6:30 PM

Regular Meeting
Agawam Senior Center
954 Main Street
Agawam, MA 01001

- A. Approval of Minutes
 - 1) Minutes dated **July 7, 2025**
- B. Agenda Items
 - 1) **TR-2025-67** - A Resolution accepting a Grant from the Massachusetts Gaming Commission's Community Mitigation Fund pursuant to Massachusetts General Laws Chapter 44, Section 53A (Sponsored by Mayor Johnson)
 - 2) **TR-2025-68** - A Resolution approving the Town of Agawam Community Choice Power Supply Program Aggregation Plan (Sponsored by Mayor Johnson)
- C. Any other business that may legally come before the Committee
- D. Adjournment

**A RESOLUTION ACCEPTING A GRANT FROM THE MASSACHUSETTS
GAMING COMMISSION'S COMMUNITY MITIGATION FUND
PURSUANT TO MASSACHUSETTS GENERAL LAWS
CHAPTER 44, SECTION 53A**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Massachusetts Gaming Commission ("MGC") is a division of the Commonwealth of Massachusetts Executive Branch; and

WHEREAS, pursuant to Massachusetts General Laws Chapter 23K, §61, the MGC administers a Community Mitigation Fund to assist communities impacted by the operation of licensed gaming establishments in the Commonwealth; and

WHEREAS, the Town of Agawam is eligible to apply for and receive grants from the Massachusetts Gaming Commission's Community Mitigation Fund to help address casino-related impacts in our community; and

WHEREAS, the Town of Agawam applied for and was awarded a grant from the Community Mitigation Fund in the amount of Three Hundred Twenty-One Thousand Five Hundred (\$321,500.00) Dollars; and

WHEREAS, the grant includes funding for Fire Department equipment and training, license plate recognition cameras for the Police Department and additional funding for the reconstruction of the Suffield-Cooper-Rowley Street intersection; and

WHEREAS, it is in the best interests of the Town of Agawam to accept said grant from the Massachusetts Gaming Commission's Community Mitigation Fund; and

NOW THEREFORE, the Agawam City Council hereby resolves pursuant to Massachusetts General Laws Chapter 44, §53A to accept a grant from the Massachusetts Gaming Commission's Community Mitigation Fund the amount of Three Hundred Twenty-One Thousand Five Hundred (\$321,500.00) Dollars.

DATED THIS ____ DAY OF _____, 2025.

PER ORDER OF THE AGAWAM CITY COUNCIL

Rosemary Sandlin, President

APPROVED AS TO FORM AND LEGALITY



Christopher S. Cappucci, Solicitor



7/14/2025

Via E-Mail

The Honorable Mayor Christopher Johnson
36 Main Street
Agawam, MA 01001

RE: FY 2026 Community Mitigation Award - Agawam

Dear Mayor Johnson,

On behalf of the Massachusetts Gaming Commission, I extend my congratulations on your successful application to the Community Mitigation Fund. We are confident that your grant-funded work will contribute positively to the region.

Enclosed with this letter is the Grant and State Contract for execution by a person authorized to sign on behalf of the community. Please be sure to read the grant and contract as they contain detailed information about the terms and conditions of your grant, including the approved grant amount, reporting requirements, special conditions (if any), and end date of the grant. It's important to note that the Commission changed the duration of the grants to two years (instead of four years). You can find all necessary forms for quarterly reports and close-outs on our website at <https://massgaming.com/about/community-mitigation-fund/forms/>. Please review these carefully and feel free to reach out to our team if you have any questions or need further clarification.

Your signed grant and contract must be returned as soon as possible to ensure the appropriate encumbrance of funds. No expenditures can be made on this Grant until fully executed copies of the grant and contract are received by MGC.

Once again, congratulations on your grant award. We look forward to working closely with you to ensure the successful completion of your grant funded work.

Sincerely

A handwritten signature in brown ink, which appears to read "Joseph Delaney".

Joseph Delaney, Chief of Community Affairs



BD-25-1068-1068C-1068L-109685

By and between the Massachusetts Gaming Commission and

The Town of Agawam, Massachusetts

This Fiscal Year (FY) 2026 Grant (the "Grant") is entered into by and between the Massachusetts Gaming Commission ("Commission"), and the Town of Agawam, Massachusetts (hereinafter "the Parties") for an award in the amount of \$321,500 in accordance with M.G.L. c. 23K, §61 and the FY 2026 Community Mitigation Fund Guidelines. **This Grant Agreement expires on June 30, 2027.**

RECITALS

The following recitals are an integral part of this Grant Agreement:

1. The Grantee has qualified to apply for funding under M.G.L. c. 23K, §61 and the Grantee has submitted an Application to the Commission in accordance with M.G.L. c. 23K, §61 requesting disbursements to Grantee from the Community Mitigation Fund; and
2. The Commission has determined that the Grantee is eligible for the receipt of a Grant under the Community Mitigation Fund. The Grantee has agreed to accept the funds subject to all terms and conditions of this Grant.
3. The purpose of this Grant is to establish the specific scope, budget, and conditions for Grantee to provide to the Commission as part of this Grant; and
4. In consideration of the promises and the mutual covenants contained in this Grant, the receipt and legal sufficiency of which are hereby acknowledged, the Commission and the Grantee, intending to be legally bound, hereby agree as follows:

DEFINITIONS

Application: Shall mean the documents submitted in response to the Request for Response BID Number: BD-25-1068-1068C-1068L-109685 by the Grantee and, if applicable, the Response to the Request for Supplemental Information (RRSI) as approved by the Commission on 05/27/2025.

Effective Date: The Effective Date of this Grant or any amendment hereto is the date on which this Grant or an amendment is fully executed by all parties.

SECTION 1 THE GRANT

As of the Effective Date and subject to the satisfaction of or compliance with, as reasonably determined by the Commission: (a) all of the terms and conditions of this Grant, (b) the applicable provisions of M.G.L. c. 23K, Chapter 194 of the Acts of 2011, and 205 CMR, and (c) any other rule, regulation, policy, guideline, approval, or directive of the Commission, the Commission hereby approves the following Grant: an amount that shall under no circumstances exceed three hundred twenty-one thousand five hundred dollars (\$321,500). The Parties hereby acknowledge and agree that the amount set forth in this section, as determined by the Commission in its sole discretion, is the maximum amount of funding that the Grantee may receive from the Commission under this specific Grant. This Grant is also subject to all the terms and conditions in the Commonwealth of Massachusetts – Standard Contract Form and Commonwealth Terms and



Conditions as issued by the Massachusetts Executive Office for Administration and Finance or the Interdepartmental Service Agreement, as applicable.

SECTION 2 COVENANTS, REPRESENTATIONS, AND WARRANTIES

The Grantee covenants and agrees that in exchange for this Grant, the Grantee shall and shall cause its employees, officials, agents, and representatives to perform and comply with the following covenants, and otherwise represents and warrants as follows:

2.1 The Grantee was awarded this Grant based on representations in its Grant Application and its RRSI regarding the Grant's intended purpose or use.

2.2 The Grantee hereby acknowledges and agrees that neither the Grantee nor any of its employees, officials, agents, or representatives has submitted nor shall submit any false or intentionally misleading information or documentation to the Commission in connection with this Grant, including the Application and RRSI, as applicable, and further acknowledges and agrees that the submission of any such information or documentation shall be a material breach of this Grant and may be cause for the Commission to revoke any and all payments otherwise due to the Grantee, to recoup any previous payments made to the Grantee, and/or to make the Grantee ineligible for any further funding from the Commission. The Grantee hereby further agrees that it shall have a continuing obligation to update and notify the Commission in writing when it knows or has any reason to know that any information or documentation submitted to the Commission contains false, misleading or incorrect information.

2.3 The Grantee certifies that the funds from this Grant will be used solely for the purposes outlined in **SECTION 3 SCOPE OF GRANT**.

2.4 The Grantee hereby agrees that it shall use its best efforts and resources to diligently satisfy and complete each of the terms and conditions of this Grant and the purposes for which the funding is being provided, as set forth in **SECTION 3 SCOPE OF GRANT**.

2.5 The Grantee hereby acknowledges and agrees that all expenditures of Grant funds shall be subject to review and audit by the Commission.

2.6 The Grantee hereby acknowledges and agrees that the scope of any activities prepared pursuant to this Grant shall be approved by the Commission's staff prior to the commencement of such actions.

2.7 The Grantee shall provide the Commission with all studies, reports or other documents prepared as part of this Grant. Copies of any studies, reports, or other documents prepared by the Grantee by its agents, associates, consultants, employees, partners, or servants insofar as they relate to this Grant shall be forwarded to the Commission.

2.8 The Grantee certifies that all goods and services procured in furtherance of this Grant, as described in **SECTION 3 SCOPE OF GRANT**, will be procured in accordance with all applicable federal, state and municipal laws, with written contracts, subject to the approval of the Commission's staff.

2.9 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.



2.10 During the term of the Grant and for six years from the date of transmission of the final expenditure report, the Grantee agrees to maintain, intact and readily accessible, all communications, data, documents, reports, records, receipts, contracts, and supporting materials relating to the Project.

2.11 The Grantee shall furnish to the Commission such further affidavits, certificates, opinions of counsel, surveys and other documents and instruments as may be required by the Commission to ensure that the terms of this Grant are being observed and performed in all respects.

2.12 The Grantee shall and shall cause its employees to comply with all provisions of this Grant, and all provisions of law that are applicable to the Grant; the Grantee shall take all action necessary to fulfill its obligations under this Grant and under all other agreements related to the Grant that have been referenced herein or otherwise approved by the Commission.

2.13 With respect to all actions taken in relation to the Grant, the Grantee and all of its officers, agents and employees shall observe and obey, and shall include language in all of its contracts with the contractors and vendors requiring them to observe and obey, all federal, state and local laws, regulations, ordinances, codes, statutes, orders and directives and any other applicable provisions of law.

2.14 The Grantee hereby acknowledges and agrees that the terms set forth in the Grant are intended solely to govern the disbursement of funds in accordance with M.G.L. c. 23K, §61. Nothing herein shall be construed as advice to, nor create a duty to provide advice to, the Grantee regarding legal or contractual requirements or best practices. Further, nothing in this Grant shall be construed as creating a duty or obligation on the part of the Commission to oversee or monitor the performance of any contractor, vendor, or other project participants.

2.15 The Grantee has read and fully understands the provisions of the Massachusetts Conflict of Interest law, M.G.L. c. 268A, and has implemented policies and procedures to ensure that all employees, agents, consultants, and representatives working on or for any project for which Grant funds will be used are in compliance with M.G.L. c. 268A to the extent that it is applicable.

2.16 The Grantee has implemented policies and procedures to prevent and eliminate fraud, waste, and abuse of public funds in connection with the expenditure of the funds from this Grant.

2.17 The Grantee represents that the acceptance of funding in accordance with the terms of this Grant does not and will not conflict with or result in the violation of any charter, by-law, ordinance, order, rule, regulation, statute or any other applicable provision of law or any order, rule, regulation or judgment of any court or other agency of government.

2.18 The Grantee represents that it has duly obtained all necessary votes, resolutions, appropriations, and local approvals for the actions set forth in **SECTION 3 SCOPE OF GRANT** and has taken all actions necessary or required by law to enable it to execute this Grant and to perform its obligations hereunder.

2.19 The Grantee represents that all meetings of all public bodies related to this Grant which relate in any way to the expenditure of funds from this Grant have been conducted, and shall be conducted, in compliance with the provisions of M.G.L. c. 30A, §§18–25, 940 CMR 29.00 et seq., and all other applicable law.



2.20 (if applicable) For Construction Projects: The Grantee shall provide Commission representatives with access to the Project site whenever Project work is in preparation or progress and shall provide such representatives with proper facilities for site access and inspection. The Grantee shall also provide the Commission with all executed contract documents related to the Project and plans and specifications prepared in relation to this Grant. The Grant will only fund a portion of construction costs. Grant funds will provide 100% of project costs up to \$250,000 and will fund up to 30% of the costs in excess of \$250,000 up to a maximum grant of \$1.5 million. If a municipality has more than one transportation construction project, the total cost of the combined projects will be used to determine the project subsidy (i.e., only the first \$250,000 of the combined projects receives the 100% subsidy). Any grant requests that exceed these funding limits require a waiver from the Commission. Applicants must demonstrate that the project will begin construction no later than June 30, 2026. Applicants may apply for Transportation Construction funds in future years for a project included in an FY 2026 application. However, any FY 2026 transportation construction project may not rely upon contributions from the Community Mitigation Fund in future rounds.

SECTION 3 SCOPE OF GRANT

Having received and reviewed the Application dated 1/30/2025 and supporting documentation submitted by the Grantee, the Commission hereby finds that the following are necessary and reasonable costs to offset costs related to the construction and operation of a gaming establishment. The Grantee hereby acknowledges and agrees that the scope of the Grant shall be governed by the following requirements:

3.1 The Grantee hereby certifies that the Community Mitigation Grant funds are for the sole and exclusive use of the Town of Agawam as approved by the Commission on 05/27/2025.

3.2 The Grantee shall provide the Commission staff with a detailed scope, budget and timeline which shall be approved by the Commission's staff prior to the execution of the Grant.

3.3 If applicable to this Grant, in the event Grantee encounters or anticipates difficulty in meeting the project schedule, the Grantee must immediately notify the Commission's Program Manager in writing, and shall provide pertinent details, including the reason(s) for the delay in performance and the date by which Grantee expects to complete performance or delivery. This notification shall be informational in character only and receipt of it shall not be construed as a waiver by the Commission of a project delivery schedule or date, or any rights or remedies provided by this Grant.

3.4 Any substantive deviation from Grantee's approved Scope of Work or budget, as outlined in the Application and this Grant, during project implementation may require re-evaluation and approval by the Commission.

3.5 If applicable to this Grant Agreement, the Grantee shall identify any other local, state or federal funds, including in-kind services being provided as matching funds for this grant.

3.6 Overview of Approved Scope: See Addendum A -SCOPE OF WORK



3.7 Special Conditions: See Addendum A - SCOPE OF WORK

SECTION 4 DISBURSEMENT OF THE GRANT

Subject to the terms and conditions set forth in this Grant, the Commission shall disburse Grant funds in accordance with the following:

4.1 Having completed review of the Application submitted by the Grantee, the Commission has determined that the Grantee is eligible for funding in the amount of \$321,500.

4.2 The funding is solely intended for use towards the execution of the items delineated in **SECTION 3 SCOPE OF GRANT** as approved by the Commission. The exact dollar figure of the Grant may be determined after projects bids have been received and final costs are allocated.

4.3 Eligible Costs. The Grantee agrees that Project costs eligible for grant funding must comply with the following requirements. To be eligible for reimbursement, Project costs must be:

- a. Consistent with the Project Scope of Work, the Project Budget, and other provisions of the Grant.
- b. Reasonable for the goods or services purchased.
- c. Satisfactorily documented with supporting documentation, which is to be submitted with each invoice.
- d. Treated consistently in accordance with generally accepted accounting principles and procedures for the Grantee.
- e. Eligible for grant funding as part of the grant program through which the funds were awarded.

4.4 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

4.5 The Grantee may submit invoices to the Commission on a quarterly basis with the **Quarterly Report Form** pursuant to SECTION 5 of this Grant. The Commission shall make payments for eligible amounts to the Grantee as promptly as fiscal procedures permit upon receipt of Grantee's itemized invoice(s) via the Quarterly Report Form.

4.6 Following approval by the Commission staff as specified in **SECTION 3 SCOPE OF GRANT** and upon the Commission Staff's receipt and approval of an accounting of expenditures, and the receipt of either estimates of proposed expenditures of grant monies, a copy of an invoice, or proof of payment, the Commission shall either issue a check or transfer monies to the Grantee.

4.7 The payment schedule may be modified if the current payment procedure conflicts with the Grantee's accounting practices. Such a request must be made by the Grantee and approved by Commission Staff on a timely basis.

4.8 The Commission shall retain ten percent (10%) of the amounts invoiced until satisfactory completion of work as determined by Commission Staff. Upon a determination by Commission Staff of satisfactory completion of work along with receipt of final invoice and all required documentation from Grantee, the Commission shall pay the ten percent retainage to Grantee.



4.9 Acceptance and processing of the Final Payment by the Grantee shall indicate receipt of the Grant funds in full satisfaction of the approved scope. The Grantee shall provide the Commission with a final accounting after the expenditure of the Final Payment.

SECTION 5 QUARTERLY REPORTING REQUIREMENTS

The Grantee shall submit to the Commission a quarterly update on the expenditure of the Grant funds detailing accomplishments in the quarter, anticipated progress next quarter, pending issues and actions toward resolution, and status of budget and schedule. Said quarterly reports shall be due:

November 15th for the period ending September 30th

February 15th for the period ending December 31st

May 15th for the period ending March 31st

August 15th for the period ending June 30th

SECTION 6 AMENDMENTS

This Grant may be amended only through a written amendment signed by duly authorized representatives of the Commission and the Grantee. Grantees looking to amend their Grant must submit a written request to amend the Grant to the Commission's Program Manager. An amendment to the Grant may be made at the Commission's discretion if the request to amend is consistent with the provisions of this Grant. Grant funds may only be moved between projects within the Grant. Funds may not be moved between previously awarded Grants and this Grant.

SECTION 7 FINAL REVIEW, AUDIT AND CLOSE-OUT

7.1 Upon expenditure of all funds distributed under this Grant, the Grantee shall submit a Grant Review Form and a Close-Out Report Form, which shall include an overview of the goals and objectives stated in the grant application; all documents as further described in Section 2.7 of the Grant; and a description of the changes, if any, that were made to the project that differ from the Application. The Close-Out Report Form shall include a summary of key program accomplishments and shall include:

- a. The Grantee shall submit the Grant Review Form and Close-Out Report Form to the Commission prior to submittal of the Request for the Final Payment.
- b. The Grantee must provide the Commission with a final accounting including the remaining balance of the Final Payment.
- c. The Grantee must return any funds due to the Commission as a result of refunds, corrections, or audits.
- d. The Commission may request any supplemental information it deems necessary to ensure that the funds were expended in accordance with **SECTION 3 – SCOPE OF THE GRANT**. The Commission may conduct, or cause to be conducted, an audit of the transactions and expenditures made by the Grantee in connection with this Grant.

7.2 In the event that the Commission detects any irregularity in the expenditure of any Grant funds, it may request reimbursement of those misspent funds or pursue any other remedy available by law.

7.3 Unused funds must be promptly returned to the Commission upon the completion of the items identified in **SECTION 3 SCOPE OF GRANT** or the expiration of the grant. In the event of disagreement, the Commission may require the Grantee to return any funds which remain unexpended 60 days after the completion of the grant scope.



SECTION 8 INDEMNIFICATION

8.1 To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the Commission, commissioners, agents and employees from and against any and all claims, actions, damages, awards, judgments, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation whatsoever which may be incurred by or for which liability may be asserted against the Commission, its commissioners, agents or employees arising out of any activities undertaken by, for, or on behalf of the Grantee relative to the expenditure, disbursement, or use of the funds associated with this Grant or any activities, acts or omissions in relation to the Grant including, but not limited to, the performance of any contract or obligation directly or indirectly related to the Grant. This Section shall not be construed to negate or abridge any other obligation of indemnification running to the Commission which would otherwise exist.

8.2 No member or employee of the Commission shall be held personally or contractually liable by or to the Grantee under any provision of this Grant, because of any breach of this Grant, or because of its execution or attempted execution.

SECTION 9 CERTIFICATIONS FILINGS AND SUBMISSIONS

All certifications, filings, and submissions to the Commission in furtherance of this Grant shall be made by a duly authorized representative of the Grantee. Such representative shall acknowledge that such certification, filing, or submission is true, complete and accurate, to the best of the Grantee's knowledge.

SECTION 10 GOVERNING LAW, VENUE, AMENDMENT AND SEVERABILITY

10.1 This Grant shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. In case any provision(s) hereof shall be determined invalid or unenforceable under the applicable law, such provision(s) shall, insofar as possible, be construed or applied in such manner as will permit the enforcement of this Grant; otherwise, this Grant shall be construed as though such provision(s) had never been made a part hereof.

10.2 Any civil action brought against the Commission by the Grantee, or any person or entity claiming through or under it, which arises out of the provisions of this Grant, shall only be brought in the Superior Court for Suffolk County, Massachusetts. The Grantee, for itself and for any person or entity claiming by through or under it, hereby waives any defenses that it may have as to the venue to which it has agreed herein, including, but not limited to, any claim that this venue is improper or that the forum is inconvenient. The Grantee for itself and for any person or entity claiming by, through or under it, hereby waives all rights, if any, to a jury trial in any civil action against the Commission that may arise out of the provisions of this Grant.

10.3 This Grant and any amendments hereto shall be deemed null and void and of no further force or effect unless it is executed by a duly authorized representative of the Commission and a duly authorized representative of the Grantee. The undersigned, who are signing on behalf of the Grantee, hereby warrant and represent that they possess the full legal authority to execute this Grant on behalf of the Grantee and to bind the Grantee to its terms and conditions. In the event that the Commission later determines that the undersigned are not duly authorized to execute this Grant and to bind the Grantee, the Commission may, in its sole discretion, take whatever action it deems necessary to terminate this Grant, to suspend or terminate payments to the Grantee and to recoup any funds disbursed to the



Grantee. Any rights and remedies available to the Commission under the provisions of this Grant shall be in addition to any other rights and remedies provided by law.

SECTION 11 WAIVER OF GRANT TERMS, CONDITIONS, AND OBLIGATIONS

11.1 The terms, conditions, covenants, duties, and obligations contained in this Grant may be waived only by written agreement executed by duly authorized representatives of the Commission and the Grantee. No waiver by either party of any term, condition, covenant, duty or obligation shall be construed as a waiver of any other term, condition, covenant, duty or obligation nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different section, subsection, paragraph, clause, phrase, or other provision of this Grant. Forbearance or indulgence in any form or manner by either Party to this Grant shall not be construed as a waiver, nor in any way limit the remedies available to that party.

11.2 The Commission's payment(s) to the Grantee under this Grant or its review, approval, or acceptance of any actions by the Grantee under this Grant shall not operate as a waiver of any rights or remedies available to the Commission under this Grant or as otherwise provided by law.

SECTION 12 TERMINATION

12.1 The Grantee hereby acknowledges and agrees that the Commission may terminate the Grant, in whole or in part, at any time with or without cause, or if it determines in its sole discretion that the Grantee failed to comply with any provision of the Grant.

12.2 The Grantee hereby further acknowledges and agrees that in the event of termination by the Commission, the Commission may revoke any and all remaining payments otherwise due to the Grantee and may recoup any previous payments made to the Grantee.

12.3 In the event of termination by the Commission, the Commission shall provide written notice of termination to the Grantee, which shall state the effective date of said termination as well as the reason(s) for termination. Such written notice shall include whether the Commission intends to recoup previous payments made to the Grantee pursuant to the Grant.

SECTION 13 NOTICE

13.1 Any notices required or permitted to be given by either of the Parties hereunder shall be given in writing and shall be delivered to the addressee in one of the following manners: (a) in-hand; (b) by certified mail, postage prepaid, return receipt requested; (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) by email and such notices shall be addressed as follows:

If to the Commission:

Massachusetts Gaming Commission
101 Federal Street, 12th Floor.
Boston, MA 02110
Attention: Chief of Community Affairs
Email: MGCCMF@massgaming.gov



If to the Grantee:

Agawam
36 Main Street
Agawam, MA 01001
Attention: Christopher Johnson
Email: mayor@agawam.ma.us

Any notice shall be effective only upon receipt.

13.2 The Grantee must provide the Commission with updated contact information in a timely manner if there are any changes to staff assigned to manage this Grant.

[Remainder of page intentionally left blank; signature page to follow.]



IN WITNESS WHEREOF, the Massachusetts Gaming Commission and the Grantee have caused this Grant Agreement to be executed by their duly authorized representatives on the Effective Date.

SIGNATORY AUTHORITY OF GRANTEE

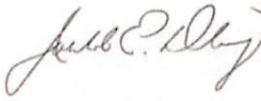
MASSACHUSETTS GAMING COMMISSION

By: 
(Signature)

Christopher C. Johnson
(Print name)

Mayer
Title:

July 18, 2025

By: 

(Signature)

Joseph Delaney
(Print name)

Chief of Community Affairs
Title:

Effective Date (To be filled out by MGC Staff):



ADDENDUM A- SCOPE OF WORK				
Grantee:	Agawam			
MMARS ID:	2026Agawamblockgrant			
Grant Year:	2026			
Award Amount:	\$321,500			
Approved by Commission on:	05/27/2025			
Special Conditions: Not Applicable.				
Project Name	Project Description	Timeline	QTY	Amount
Aerial Training (Aerial Truck Response Training)	Deliver Aerial Ladder Training to 30 personnel	6 months	1	\$44,300
Elevator Training (Elevator Rescue Operations Training)	Train 58 personnel in elevator rescue tactics	6 months	1	\$19,500
EMS Vehicle (Fire Department EMS First Response Vehicle)	EMS First Response Vehicle 25% funding to a max of \$25,800		1	\$25,800
Extrication Equipment	Genesis SC240-Sli NXT GEN Cutter, Smooth Cut Blades, 18V	TBD	2	\$33,880
Extrication Equipment	Genesis S44-SLi 24" Spreader, 18V	TBD	2	\$35,300
Extrication Equipment	Genesis 11C-Sli RIT Combi Tool, 18V	TBD	1	\$14,765
Extrication Equipment	Genesis 22-54 SLi Telescopic Ram, 22"-54", 18V	TBD	2	\$26,975
Extrication Equipment	Milwaukee M18 HO XC8.0 Battery, 18V	TBD	10	\$2,470
Extrication Equipment	Milwaukee M18 Dual Bat Rapid Charger	TBD	2	\$310
Extrication Equipment	Accessories, tips, equipment mounting hardware, etc.	TBD	1	\$4,500
Flock Cameras	Purchase Flocks; install the Flocks, Year 1; Annual Recurring fees for two years	FY26-FY28	6	\$57,900
Suffield-Cooper-Rowley Intersection	Additional funds to supplement the CY 2022 Grant for reconstruction of the intersection.		0	\$55,800

COMMONWEALTH OF MASSACHUSETTS | STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION			COMMONWEALTH INFORMATION		
Contractor Legal Name Agawam		d/b/a	Department Massachusetts Gaming Commission		MMARS Code MGC
Legal Address 36 Main St, Agawam, MA 01001 As entered on Form W-9 or Form W-4			Contract Manager Name Joseph Delaney		Business Mailing Address 101 Federal St, Boston, MA 02110
Contract Manager Name Christopher Johnson			Billing Address If Different		
Phone (413) 7269729	Email mayor@agawam.ma.us	Fax	Phone 617-533-9713	Email Joseph.Delaney@Massgaming.gov	Fax
Vendor Code vvc6000191692			MMARS Doc ID(s) 2026Agawamblockgrant		
Vendor Code Address ID AD AD001 e.g. "AD001". Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.			RFR/Procurement or Other ID Number BD-25-1068-1068C-1068L-109685		
NEW CONTRACT			CONTRACT AMENDMENT		
Procurement or Exception Type (Check one option only) ☐ Statewide Contract (OSD or an OSD-designated department.) ☐ Collective Purchase (Attach OSD approval, scope, and budget.) ☒ Department Procurement - Includes all Grants 815 CMR 2.00 . (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.) ☐ Emergency Contract (Attach justification for emergency, scope, and budget.) ☐ Contract Employee (Attach Employee Status Form, scope, and budget.) ☐ Interim Contract with new Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)			Current Contract End Date PRIOR to Amendment Amendment Amount Or Enter "No Change" Amendment Type (Check one option only. Attach details of amendment changes.) ☐ Amendment to Date, Scope, or Budget (Attach updated scope and budget.) ☐ Interim Contract with Current Contractor (Attach justification for Interim Contract and updated scope/budget.) ☐ Contract Employee (Attach any updates to scope or budget.) ☐ Other Procurement Exception (Attach authorizing language/justification and updated scope/budget.)		
TERMS AND CONDITIONS					
The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding (Check ONE option): ☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions					
COMPENSATION (Check ONE option.)					
The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . ☐ Rate Contract (No Maximum Obligation). (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) ☒ Maximum Obligation Contract. Total maximum obligation for total duration of this contract (or new total if contract is being amended): \$321,500					
PROMPT PAYMENT DISCOUNTS (PPD)					
Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy . Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within: 10 days % PPD. 15 days % PPD. 20 days % PPD. 30 days % PPD. If PPD percentages are left blank, identify reason: ☐ Statutory/legal ☐ Ready Payments (M.G.L. c. 29, § 23A) ☒ Agree to standard 45-day cycle ☐ Only initial payment					
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT					
Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. Community Mitigation Fund Grant FY 26 - This State Contract is intended to fund the projects outlined below as approved by the Massachusetts Gaming Commission on 05/27/2025. A complete scope of work for these projects can be found attached.					
SUPPLIER DIVERSITY PROGRAM (SDP) PLAN					
Does the Supplier Diversity Program apply? ☐ YES If YES, the Contractor's annual SDP commitment for this Contract is ☒ NO If NO, and the department is an Executive Department, enter the appropriate exemption:					
ANTICIPATED START DATE (Complete ONE option only.)					
The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. ☐ 2. may be incurred as of , 20 , a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. ☐ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.					
CONTRACT END DATE					
Contract performance shall terminate as of June 30, 2027 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.					
CERTIFICATIONS					
Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.					
AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.			AUTHORIZING SIGNATURE FOR THE COMMONWEALTH Signature and date must be captured at time of signature.		
Signature <i>Christopher Johnson</i>		Date 7/15/25	Signature <i>Joseph Delaney</i>		Date 7.18.25
Print Name Christopher Johnson		Print Title Mayor	Print Name Joseph Delaney		Print Title Chief of Community Affairs

ADDENDUM A- SCOPE OF WORK				
Grantee:	Agawam			
DOC ID:	2026Agawamblockgrant			
Grant Year:	2026			
Award Amount:	\$321,500			
Approved by Commission on:	05/27/2025			
Special Conditions: Not Applicable.				
Project Name	Project Description	Timeline	QTY	Amount
Aerial Training (Aerial Truck Response Training)	Deliver Aerial Ladder Training to 30 personnel	6 months	1	\$44,300
Elevator Training (Elevator Rescue Operations Training)	Train 58 personnel in elevator rescue tactics	6 months	1	\$19,500
EMS Vehicle (Fire Department EMS First Response Vehicle)	EMS First Response Vehicle 25% funding to a max of \$25,800		1	\$25,800
Extrication Equipment	Genesis SC240-Sli NXT GEN Cutter, Smooth Cut Blades, 18V	TBD	2	\$33,880
Extrication Equipment	Genesis S44-SLi 24" Spreader, 18V	TBD	2	\$35,300
Extrication Equipment	Genesis 11C-Sli RIT Combi Tool, 18V	TBD	1	\$14,765
Extrication Equipment	Genesis 22-54 SLi Telescopic Ram, 22"-54", 18V	TBD	2	\$26,975
Extrication Equipment	Milwaukee M18 HO XC8.0 Battery, 18V	TBD	10	\$2,470
Extrication Equipment	Milwaukee M18 Dual Bat Rapid Charger	TBD	2	\$310
Extrication Equipment	Accessories, tips, equipment mounting hardware, etc.	TBD	1	\$4,500
Flock Cameras	Purchase Flocks; implement/install the Flocks, Year 1; Annual Recurring fees for two years	FY26-FY28	6	\$57,900
Suffield-Cooper-Rowley Intersection	Additional funds to supplement the CY 2022 Grant for reconstruction of the intersection.		0	\$55,800

**A RESOLUTION APPROVING THE TOWN OF AGAWAM COMMUNITY
CHOICE POWER SUPPLY PROGRAM AGGREGATION PLAN**

(Sponsored by Christopher C. Johnson, Mayor)

WHEREAS, the Agawam City Council has previously resolved to establish Municipal Energy Aggregation pursuant to Massachusetts General Laws Chapter 164, §134 (see TR-2023-22); and

WHEREAS, the Town of Agawam completed a Request for Proposal process to select a consultant to assist the Town with the implementation of municipal energy aggregation; and

WHEREAS, the Town of Agawam selected Colonial Power Group, Inc. of Marlborough, Massachusetts to assist the Town with the implementation of municipal energy aggregation; and

WHEREAS, the Town, with the assistance of Colonial Power Group, Inc., has developed the attached Town of Agawam Community Choice Power Supply Program Aggregation Plan which is incorporated herein by reference; and

WHEREAS, the Town's Community Choice Power Supply Program Aggregation Plan is consistent with the DPU's Municipal Aggregation Guidelines and is currently posted on the Town's website and is available in the Town Clerk's Office to allow for public review and comment; and

WHEREAS, once the Town of Agawam Community Choice Power Supply Program Aggregation Plan is approved by the Agawam City Council, it will be submitted to the Commonwealth of Massachusetts DPU for approval; and

WHEREAS, it is in the best interests of the Town of Agawam to approve the attached Town of Agawam Community Choice Power Supply Program Aggregation Plan; and

NOW THEREFORE, the Agawam City Council hereby resolves to approve the attached Town of Agawam Community Choice Power Supply Program Aggregation Plan which is incorporated herein by reference.

DATED THIS ____ DAY OF _____, 2025.

PER ORDER OF THE AGAWAM CITY COUNCIL

Rosemary Sandlin, President

APPROVED AS TO FORM AND LEGALITY


Christopher S. Cappucci, Solicitor

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

AGGREGATION PLAN

July 15, 2025

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- II. Definitions
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 - A. Plan Filing
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 - A. Plan Revision Process
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Attachment 1 – Contact Information Regarding the Plan

Attachment 2 – Opt-Out Notice

I. PURPOSE

The Town of Agawam developed this municipal aggregation plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with Colonial Power Group, Inc. and the Massachusetts Department of Energy Resources and is consistent with the Municipal Aggregation Guidelines developed by the Department of Public Utilities.

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 28,000 consumers. The Town seeks to take greater control of its energy options, including enhancing the ability to pursue price savings, price stability, and the amount of renewable energy content. Participation is voluntary for each consumer. Consumers can decline service provided through the Plan and choose an alternative supply option instead.

II. DEFINITIONS

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

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

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

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

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

DOER – means the Massachusetts Department of Energy Resources.

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

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

Department – means the Massachusetts Department of Public Utilities.

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

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

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

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

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

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

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

kWh – means kilowatt-hour.

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

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

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

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

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

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

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

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

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

Plan – means this municipal aggregation plan.

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

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

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

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

Town – means the Town of Agawam.

III. PROCEDURAL REQUIREMENTS

- A. Initiation of the Process – The Town obtained the authorization by a majority vote of its City Council to initiate a process to develop a municipal aggregation plan on March 20, 2023; TR-2023-22.
- B. Consultation with DOER – The Town consulted with DOER in developing its Plan, pursuant to G.L. c. 164, § 134(a), on July 2, 2025.
- C. Public Review – The Town made its proposed Plan available for public review from _____, 2025 to _____, 2025 through a prominent link on its municipal website.

IV. PLAN ELEMENTS

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

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

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

B. Program Operations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Customer Enrollment

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

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

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

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

6. Customer Notifications

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

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

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

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

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

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

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

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

Table IV.B.7	Public Access to Ongoing Program Information
Location	Description
	technology ahead of any such public presentation. In the event that information sessions cannot be held in-person, the presentations will be held online and, as such, will be accessible to consumers with limited mobility.
<i>Social media accounts</i>	The Town may post notices of material changes on official social media pages that the Town utilizes to communicate to residents.
<i>Municipal cable access TV</i>	The Town may post notices of material changes on local cable access TV, if available and appropriate.
<i>Announcement to local/ regional media</i>	Notices of material changes will be placed in newspapers, as appropriate.
<i>Physical posting in municipal buildings</i>	Notices of material changes will be placed in Town Hall and in public buildings (<i>i.e.</i> , library, senior center, etc.), as appropriate.
<i>Municipal departments, boards, and committees</i>	Program updates provided to the City Council, as appropriate.
<i>Community organizations</i>	Program updates may be provided to community organizations, as appropriate.

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

- (vii) Representatives of all notifications sent during the previous year
- (viii) Methods of Public Access, as set forth in Table IV.B.7.c.iii, and
- (ix) Other funding source/costs to participants, if applicable
- c. General Program Information – The Town will provide and maintain access to Program-related documents (e.g., Plan, Department Order, Program Press releases).

8. Termination of the Program – The Town will take all reasonable actions to ensure a continuous supply of electricity to Participants. Nonetheless, the Program may be terminated.

- a. Potential Causes of Program Termination – The Program may be terminated in two ways: (1) upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or (2) at the direction of the Town to dissolve the Program.
- b. Planned Actions to Minimize Chances of Termination – The Town, in coordination with its Consultant, will pro-actively manage the Program with the objective of consistently providing attractive offerings for the Plan’s Electric Customers. Such activities shall include: (1) developing and applying strategic and forward-looking procurement strategies; (2) modifying and introducing products that attract and sustain interest from Electric Customers; (3) designing program operations and associated contract terms to attract and sustain interest from suppliers; and (4) pre-empting adverse outcomes by early identification and management of market or regulatory events through contract language and operational strategies.
- c. Transition Plans in Event of Termination – Each Participant will receive notification of termination of the Program 90 days prior to such termination. In the event of termination, Participants would return to Basic Service or individually choose a Competitive Supplier. This transfer would occur in coordination with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

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

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

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

V. DEPARTMENT REVIEW OF MUNICIPAL AGGREGATION PLANS

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

VI. ANNUAL REPORTS

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

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

VII. NOTIFICATIONS TO ELECTRIC DISTRIBUTION COMPANY

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

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

VIII. PLAN AND PROGRAM CHANGES

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

IX. MUNICIPAL AGGREGATION LICSS PROGRAMS

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

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

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

C. Municipality/Consultant Fees:

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

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

ATTACHMENT 1

Contact Information

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

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

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

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

Town contact(s):

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

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

Consultant contact:

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

Program Supplier contact:

[TBD]

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

ATTACHMENT 2

Opt-Out Notice



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

<Month> <Day>, <Year>

Dear Agawam Basic Service Consumer:

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

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

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

COMPARATIVE RATES AND TERMS

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

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

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

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

IMPORTANT INFORMATION

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

« SEE BACK FOR ADDITIONAL INFORMATION »

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

WATCH YOUR EVERSOURCE BILL FOR FURTHER NOTIFICATION of the Program.

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

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

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

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

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

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

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

HOW TO OPT-OUT

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

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

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

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

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

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

TO ACCESS EVERSOURCE'S BASIC SERVICE RATES please visit:

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

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

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

OFFICIAL TOWN BUSINESS



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

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

John Smith
1 Main Street
Agawam, MA 01001

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

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

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX MARLBOROUGH, MA
POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

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



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

John Smith
1 Main Street
Agawam, MA 01001

Account No: #####

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

Opt-Out Instructions

If you do not want to participate:

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

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

X

Signature

Date



**THE TOWN OF AGAWAM'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM**



IMPORTANT NOTICE



(866) 485-5858 ext. 1



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



colonialpowergroup.com/agawam

The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from Town of Agawam about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

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

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

RENEWABLE ENERGY CONTENT – Required and Voluntary Percentages by Year

Community Choice Power Supply		Year	Required by State*		Voluntary**[TBD]		TOTAL
			MA Class I	Other	MA Class I	Other	
Town of Agawam	STANDARD (default) [TBD following bid process]	2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%
	OPTIONAL [TBD following bid process]	2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%
Eversource BASIC SERVICE		2025	27%	36%	---	---	63%
		2026	30%	39%	---	---	69%
		2027	33%	43%	---	---	76%
*Required by State – Mandatory minimum percentage of renewable energy resources required by MA law. **Voluntary – Additional renewable energy that exceeds the minimum required by the state in the specified year. For additional detail on MA renewable energy requirements, please visit mass.gov/info-details/program-summaries .							