

MILFORD SELECT BOARD: AGENDA
November 20, 2023 – 6:00 PM, ROOM 03, TOWN HALL

Remote Public Hearing/Invitation to Speak access now requires advanced registration. Please register online here: <http://tiny.cc/5xeevz> Any member of the public may now register to access the zoom webinar as an attendee. Public attendees will be able to view the zoom LIVE and request to speak at the “Public Hearing/Invitation to Speak.”

- A.) SIGNING OF WARRANT, APPROVAL of Minutes, November 6, 2023, EXECUTIVE SESSION Minutes, November 6, 2023**

- B.) PUBLIC HEARINGS**
 - 1. 6:00 PM Tax Classification Hearing
 - 2. 6:15 PM Turtle Blessed, LLC dba TD’S Pub, re: License Hearing
 - 3. 6:30 PM CT Bar, Inc. dba Central Tavern, re: License Hearing

- C.) SCHEDULED APPOINTMENTS**
 - 1. Town Administrator, re: Municipal Aggregation Plan
 - 2. Human Resources Director, re: Retiree Contribution Rates
 - 3. Town Counsel, re: Litigation Update

- D.) TOWN ADMINISTRATOR’S REPORT**

- E.) OLD BUSINESS**

- F.) NEW BUSINESS**
 - 1. Milford Youth Center, re: Acceptance of Gift-Rose and Mark Titlebaum
 - 2. Milford Youth Center, re: Acceptance of Gift-Nouria Energy Corporation

- G.) INVITATION TO SPEAK**

- H.) CORRESPONDENCE**
 - 1. Temple Beth Shalom, re: Menorah Lighting

- I.) EXECUTIVE SESSION**
 - 1. Town Administrator, re: PFAS Litigation

The listing of matters above are those reasonably anticipated by the Chair which may be discussed at the meeting. Not all items listed may be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.



B-1
11-20-23

TOWN OF MILFORD BOARD OF ASSESSORS

JOSHUA M. LIOCE
CHAIRMAN

PAUL G. SIMAS


STEVEN BORGES

JENNIFER M. SCLAR, MAA
ASSESSOR/ADMINISTRATOR

52 MAIN STREET
MILFORD, MA 01757
508-634-2306 • FAX 508-634-2324

ASSESSORS@TOWNOFMILFORD.COM
WWW.MILFORDMA.GOV

November 13, 2023

To: Select Board
From: Jennifer Sclar, Assessor/Administrator 
Re: Small Commercial Exemption

The following information is provided for your consideration of the small commercial exemption at the classification hearing scheduled for November 20, 2023.

Small Commercial Exemption

The Select Board has the option of exempting up to 10% of the value of commercial parcels occupied on January 1, 2023 by qualifying small businesses. If adopted, the tax burden is shifted to the remainder of the commercial and industrial taxpayers (not including personal property).

For a property to qualify:

1. The class 3 commercial real estate must have a valuation of less than \$1,000,000. Mixed use properties would only receive the exemption on the commercial portion of their value.
2. A qualifying business must have an average annual employment of no more than ten people. The Massachusetts Department of Unemployment Assistance identifies these businesses and reports them to the Board of Assessors annually.
3. If a parcel has multiple tenants, all occupants must have less than ten employees.

This year there are 699 employers listed with an average of ten or fewer employees. 97 of these are class 3 or mixed use under one million in value. The list is further reduced by unqualified multi-tenant properties resulting in approximately 85 eligible properties.

The Town has 666 commercial and industrial properties, including mixed use. 581 of these properties would have a higher tax rate for the estimated 85 eligible parcels to receive this exemption.

Estimated tax impacts are attached for your review.

Estimated Tax Rates with 1.58 Shift

Estimated Tax Rates **Without** a Small Commercial Exemption

Residential	\$13.29
Commercial, Industrial	\$24.09
Personal Property	\$24.09

Three Tax Rates **With** 10% Small Commercial Exemption

Residential	\$ 13.29
Commercial, Industrial	\$ 24.21
Personal Property	\$ 24.09

Tax Impact on Eligible and Non-eligible Parcels Valued

No exemption adopted	Com Values	250,000	Taxes	\$ 6,022.50
		750,000		\$ 18,067.50
		1,000,000		\$ 24,090.00
		4,000,000		\$ 96,360.00
		6,000,000		\$ 144,540.00
Eligible property with 10% exemption	Com Value	1,000,000		
	Exempt Value	100,000		
	Taxable Value	900,000		
	Tax Rate	24.21		
	Tax	\$21,789.00		
	Savings	\$2,301.00		
Eligible property with 10% exemption	Com Value	750,000		
	Exempt Value	75,000		
	Taxable Value	675,000		
	Tax Rate	24.21		
	Tax	\$16,341.75		
	Savings	\$1,725.75		
Ineligible commercial property with 10% exemption adopted	Com Value	1,000,000		
	Exempt Value	-		
	Taxable Value	1,000,000		
	Tax Rate	24.21		
	Tax	\$24,210.00		
	Increase	\$120.00		
Ineligible commercial property with 10% exemption adopted	Value	750,000		
	Exempt Value	-		
	Taxable Value	750,000		
	Tax Rate	24.21		
	Tax	\$18,157.50		
	Increase	\$90.00		

TOWN OF MILFORD
CLASSIFICATION HEARING
FY2024

Jennifer Sclar, MAA
Assessor / Administrator

Board of Assessors
Joshua M. Lioce, Chairman
Paul G. Simas
Steven Borges

Discussion

- New Growth
- Value Changes 2023 to 2024
- Single Tax Rate Calculation
- Historical CIP Shifts Adopted
- Split Tax Rate Options / Impact
- Valuation by Class /Share of Levy
- Average Tax Bill 2023 to 2024
- Residential Exemption
- Small Commercial Exemption
- Open Space Discount
- Motions

New Growth

Property taxable for the first time, exempt to taxable, new construction or additions, new personal property accounts, subdivided land, and condo conversions.

Noteworthy growth this year:

- 5 new sf homes
- 30 new condos
- Landmark Place 2.9M
- Walter Circle subdivision
- 27 new PP accounts
- 9.7 million utility growth value
- Sira Naturals PP 7.5M

Residential Growth

- Value 29,608,730
- Tax \$427,846 -54%

C/I/P Growth

- Value 30,037,322
- Tax \$794,488 -20%

2023 Growth \$ 1,931,980

2024 Growth \$ 1,222,334 -36.74%

Valuation Changes 2023 to 2024

2022 market data (sales, rents, property expenses) was used to establish 2024 values.

Property Type	2023 Average Value *rounded to nearest 100	2024 Average Value *rounded to nearest 100	Percent Change
Single Family	421,400	484,300	+ 14.93%
Condominiums	320,000	370,900	+15.91%
Two Family	402,000	474,400	+17.99%
Three Family	456,500	522,500	+14.24%
Apartments	601,300	668,300	+11.14%
Vacant Land	149,100	182,800	+22.60%
Commercial	1,007, 500	1,074,000	+6.60%
Industrial	1,483,700	1,618,500	+9.09%

Single Tax Rate Calculation

Taxable Value	
2024	5,294,353,855
2023	4,654,251,337
13.75% Increase	

Levy	
2024 Levy Limit	\$86,522,846
2024 Actual Levy	\$80,734,044
2023 Actual Levy	\$77,910,190
3.62% Increase	

Excess Levy Capacity	
2024	\$5,788,801.82
2023	\$5,303,841.80

Single Tax Rate	
Amount to Raise	\$163,188,667.36
Less estimated receipts and other revenue	\$ 82,454,623.18
Equals Tax Levy	\$ 80,734,044.18
Divided by taxable value	5,294,353,855
x 1000 Equals single tax rate	\$15.25 / 1000
Average Single Family Tax Bill	\$7,386
Average Commercial Tax Bill	\$16,379

Historical CIP Shifts Adopted

Fiscal Year	R/O % of Total Value	CIP % of Total Value	Lowest Residential Factor Allowed	Max CIP Shift Allowed	Residential Factor Selected	CIP Shift
2003	76.4885	23.5115	0.785111	1.699085	0.819500	1.58721
2004	79.1050	20.8950	0.801892	1.750000	0.846797	1.58000
2005	79.6408	20.3592	0.808272	1.750000	0.851730	1.58000
2006	80.8917	19.1083	0.822835	1.750000	0.858267	1.60000
2007	81.2356	18.7644	0.826759	1.750000	0.861407	1.60000
2008	79.9550	20.0450	0.874648	1.500000	0.874648	1.50000
2009	78.7732	21.2268	0.865266	1.500000	0.865266	1.50000
2010	78.8014	21.1986	0.798240	1.500000	0.865494	1.50000
2011	77.9897	22.0103	0.858889	1.500000	0.864534	1.48000
2012	77.3553	22.6447	0.853631	1.500000	0.859486	1.48000
2013	77.2509	22.7491	0.852758	1.500000	0.858648	1.48000
2014	76.5825	23.4175	0.847109	1.500000	0.853225	1.48000
2015	77.2007	22.7993	0.778506	1.500000	0.858244	1.48000
2016	77.4127	22.5873	0.854111	1.500000	0.859947	1.48000
2017	77.9503	22.0497	0.787848	1.750000	0.848200	1.53664
2018	78.6307	21.3693	0.796174	1.750000	0.842375	1.58000
2019	79.0655	20.9345	0.801419	1.750000	0.846400	1.58012
2020	79.5275	20.4725	0.806930	1.750000	0.850700	1.57997
2021	79.5410	20.4590	0.807089	1.750000	0.850700	1.58045
2022	80.0025	19.9975	0.812530	1.750000	0.855000	1.58009
2023	80.9202	19.0798	0.823160	1.750000	0.863200	1.58019

Options – Rate Shifts and Impact on Average Assessed Value

CIP Shift	Res Factor	Res Rate	SF Tax Bill	SF \$ Change	SF % Change	Res % of Levy	Com Rate	Com Tax Bill	Com \$ Change	Com % Change	CIP % of Levy
1.5500	0.8781	13.39	\$ 6,485	\$ 388.78	6.38%	71.88	23.64	\$ 25,389.36	\$-1,257.64	-4.72%	28.12
1.5600	0.8759	13.36	\$ 6,470	\$ 374.25	6.14%	71.70	23.79	\$ 25,550.46	\$-1,096.54	-4.12%	28.30
1.5700	0.8737	13.32	\$ 6,451	\$ 354.88	5.82%	71.52	23.94	\$ 25,711.56	\$ -935.44	-3.51%	28.48
1.5800	0.8715	13.29	\$ 6,436	\$ 340.35	5.58%	71.34	24.09	\$ 25,872.66	\$ -774.34	-2.91%	28.66
1.5900	0.8693	13.26	\$ 6,422	\$ 325.82	5.34%	71.16	24.25	\$ 26,044.50	\$ -602.50	-2.26%	28.84
1.6000	0.8670	13.22	\$ 6,402	\$ 306.45	5.03%	70.98	24.40	\$ 26,205.60	\$ -441.40	-1.66%	29.02
1.6100	0.8648	13.19	\$ 6,388	\$ 291.92	4.79%	70.80	24.55	\$ 26,366.70	\$ -280.30	-1.05%	29.20
1.6200	0.8626	13.15	\$ 6,369	\$ 272.55	4.47%	70.61	24.70	\$ 26,527.80	\$ -119.20	-0.45%	29.39
1.6300	0.8604	13.12	\$ 6,354	\$ 258.02	4.23%	70.43	24.86	\$ 26,699.64	\$ 52.64	0.20%	29.57
1.6400	0.8582	13.09	\$ 6,339	\$ 243.49	3.99%	70.25	25.01	\$ 26,860.74	\$ 213.74	0.80%	29.75
1.6500	0.8560	13.05	\$ 6,320	\$ 224.12	3.68%	70.07	25.16	\$ 27,021.84	\$ 74.84	1.41%	29.93
1.6600	0.8537	13.02	\$ 6,306	\$ 209.59	3.44%	69.89	25.31	\$ 27,182.94	\$ 535.94	2.01%	30.11
1.6700	0.8515	12.99	\$ 6,291	\$ 195.06	3.20%	69.71	25.47	\$ 27,354.78	\$ 707.78	2.66%	30.29
1.6800	0.8493	12.95	\$ 6,272	\$ 175.69	2.88%	69.53	25.62	\$ 27,515.88	\$ 868.88	3.26%	30.47

Valuation by Class

Share of Levy

Property Class	Taxable Valuation	Share of Levy Without Shift	Share of Levy With 1.58 Shift	Totals With 1.58 Shift
Residential	4,333,975,944	81.8603%	71.3393%	71.3393%
Open Space	0	0	0	
Commercial	478,601,404	9.0399%	14.2830%	
Industrial	289,977,073	5.4771%	8.6538%	
Personal Property	191,799,434	3.6227%	5.7239%	28.6607%
Totals	5,294,353,855	100.0000%	100.0000%	

Average Tax Bill 2023 vs. 2024

Property Type	2023 Tax Using FY23 AAV	2024 Average Value	Tax Rate With 1.58 Shift	2024 Tax Bill	Tax Change	% Change
Single Family	\$6,096	484,300	13.29	\$6,436	\$340	5.58%
Condo	\$4,703	370,900	13.29	\$4,929	\$226	4.80%
Two Family	\$5,826	474,400	13.29	\$6,305	\$479	8.21%
Three Family	\$6,597	522,500	13.29	\$6,944	\$348	5.27%
Apartments	\$8,689	668,300	13.29	\$8,882	\$193	2.22%
Vacant Land	\$2,155	182,800	13.29	\$2,429	\$275	12.77%
Commercial	\$26,648	1,074,000	24.09	\$25,873	\$-775	-2.91%
Industrial	\$39,244	1,618,500	24.09	\$38,990	\$-254	-0.65%

Boston	35%
Chelsea	35%
Somerville	35%
Provincetown	35%
Waltham	35%
Watertown	33%
Cambridge	30%
Malden	30%
Truro	30%
Wellfleet	30%
Everett	25%
Nantucket	25%
Tisbury	22%
Brookline	20%
Barnstable	20%
Concord	10%
Mashpee	5%

Residential Exemption

The Board of Selectmen can grant an exemption up to 35% of the average assessed value of residential properties used as the principal residence of the owner.

This exemption, if adopted, would increase the residential tax rate because the residential share of the levy must still be met.

This exemption would shift the residential burden from moderately valued homes to apartments and higher valued homes and residential properties not occupied by the owner.

There are 17 communities that adopted this exemption last year.

Milford has not adopted this exemption in prior years.

Small Commercial Exemption

Auburn	10%
Avon	10%
Bellingham	10%
Berlin	10%
Braintree	10%
Chelmsford	10%
Dartmouth	10%
Erving	10%
New Ashford	10%
N. Attleborough	10%
Seekonk	10%
Swampscott	10%
Westford	10%
Wrentham	10%

The Town may exempt up to 10 percent of the value of class three commercial parcels if the property is occupied by small businesses (having an annual employment of 10 or fewer employees) and the value of the property is less than \$1 million.

In effect, the option shifts the tax burden from parcels occupied by small businesses to those occupied by other commercial and industrial taxpayers. If a multi-tenant property, all employers must qualify.

85 properties would likely qualify for the exemption this year.

The CI tax rate would be \$24.21. The average commercial property not receiving the exemption would have a tax increase of \$128.88; industrial increase \$194.22.

The average valued eligible parcel (432,500) would save \$995 with the exemption.

14 out of 351 Towns have adopted this exemption.

Open Space Discount

The levy percentages presented tonight are based on no discount to open space parcels. The Board of Assessors has not classified any property as open space to apply this discount.

If there were open space the Board of Selectmen could reduce the valuation of these parcels to not less than 75% of their full and fair cash value.

Any discount given to open space would result in a higher residential tax rate, since the discount is absorbed solely by the residential class. Only one open space discount was adopted in the state last year (Town of Bedford, 25%).

Motions

- I move the Town adopt a residential factor of .8715.
- I move the Town not grant an open space discount.
- I move the Town not adopt a residential exemption.
- I move the Town not adopt a small commercial exemption.
- The Board has been made aware of excess levy capacity in the amount of \$5,788,801.82.
- Questions
- Thank You

B-2
11-20-23

MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
Phone 508-634-2303 Fax 508-634-2324



Paul A. Mazzuchelli, Chairman
Michael K. Walsh
Thomas J. O'Loughlin, Esq.

Richard A. Villani
Town Administrator

November 8, 2023

Turtle Blessed LLC dba TD's Pub
68 Water Street
Milford, MA 01757

Attention: Joan Rich, Manager

Re: LICENSE ISSUED UNDER G.L.c.138

Dear Ms. Rich:

Please take notice that the Select Board will hold a hearing pursuant to G. L.c. 138, section 64, and other applicable law at 6:15 PM in Room 03, Milford Town Hall, 52 Main Street, Milford, MA on Monday, November 20, 2023 at which hearing the Select Board will consider whether or not to modify, suspend, or revoke the license issued for your establishment pursuant to said chapter 138.

The reasons for the contemplated action are as follows:

- * On April 21, 2023 a fight occurred inside your establishment between two patrons resulting in the issuance of criminal charges being filed by the Milford Police Department.
- * On July 8, 2023, Police were called to your establishment, as a patron was causing a disturbance inside the bar.
- * On August 20, 2023, Police were called to your establishment to investigate a fight outside between two patrons who were drinking inside the bar.
- *The Police responded thirty-nine times for parking violations in the area of TD's Pub since June 1, 2023.
- * In addition, numerous complaints have been filed by area residents regarding excessive noise, patrons urinating outside the establishment and vehicles being parked blocking access to residents' homes.

As the owner or manager of your establishment, you are responsible for events that occur in your establishment or on your premises, whether they are planned or unplanned events and whether you are present or not present at the time such events occurred.

Section 1.01 of the Town General Rules Applicable to All Premises Licensed for the Sale of Alcoholic beverages to be consumed on the premises provides that "as a licensee it is your obligation to ensure that a high degree of supervision is exercised over the conduct of the licensed established at all times". "As a licensee you will be held accountable for all violations that are related to the licensed premises to determine whether or not the licensee acted properly in the given circumstances". Further, Section 1.03 states it is your responsibility to "ensure that illegal activities do not occur at the licensed premises." You should "call for police assistance as necessary to to uncover unlawful conduct...and providing police with requested information."

In summary, please be advised that, as a holder of a liquor license issued by the Town of Milford, you are required to comply with and adhere to all relevant Massachusetts General Laws as well as the Town of Milford Board of Selectmen, GENERAL RULES APPLICABLE TO ALL PREMISES LICENSED FOR THE SALE OF ALCOHOL BEVERAGES TO BE CONSUMED ON THE PREMISES. Failure to do so, could result in modification, suspension, or revocation of the license issued to your establishment.

Attached are the Police Reports filed for the incidents referenced in this Notice.

Also, it has come to our attention, you are using your deck area to serve alcohol. A Special Permit is required in order to use the deck for a commercial purpose. Attached is a Memorandum from Special Counsel, Gerald Moody, advising the Select Board that a Special Permit would be needed to serve alcohol on the deck.

You are advised that you have the right to attend the hearing, to present evidence on your behalf and be represented by counsel.

Very truly yours,



Richard A. Villani
Town Administrator

cc: Select Board
Town Counsel
Police Chief



TOWN OF MILFORD
LEGAL DEPARTMENT

Room 16, Town Hall, 52 Main St., Milford, Massachusetts 01757-2679
Phone 508-634-2302 Fax 508-634-2324

BRIAN W. MURRAY, ESQ.
TOWN COUNSEL
bmurray@townofmilford.com

MELISSA V. TOMAS
PARALEGAL/OFFICE MANAGER
mtomas@townofmilford.com

To: Richard A. Villani, Town Administrator
From: Gerald M. Moody, Special Counsel
Date: November 6, 2023
RE: TD's Pub – 68 Water Street, Milford, MA

Dear Attorney Villani,

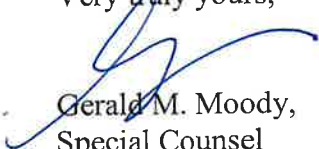
You have asked that I review the background and facts as to the utilization by the owners of TD's Pub of a deck constructed to the rear for the service of alcoholic beverages.

As I understand the facts this deck was erected under a building permit, as a "sun deck" in or about 2004. The Zoning District is Residential A (RA) and therefore the use of the premises for commercial purposes, in particular for a restaurant, is not permitted under the By-Law. However, under G.L. c. 40A, §6 and under our Zoning By-Law the use that has gone on there for many years, predating our zoning in Milford, may continue. Such a use may only be extended, however, upon issuance of a Special Permit by the Zoning Board of Appeals under Section 3.13 of the Zoning By-Law. The building permit itself, having been issued much more than 10 years ago, and the construction done under that permit, is protected under G.L. c. 40A, §7.

As I further understand the facts, despite the deck having been erected in 2004 under a building permit, it has not been licensed for the sale of alcoholic beverages, or the service of food, until this past year. As I am informed, at that time, for the first time, the Select Board did issue a license under a plan which extended onto the deck. From that perspective, the service of alcohol beverages does not violate the terms of the license, the rules and regulations of the licensee authority, or the Massachusetts statutes governing service of alcoholic beverages.

However, having said the foregoing, as indicated, the existence of the deck is protected under G.L. c. 40A, §7. However, the ability to utilize that deck for commercial purposes, having commenced relatively recently, would require a Special Permit from the Zoning Board of Appeals. I would recommend that you have the licensing authority, the Select Board, inform the owners that such a Special Permit is necessary and give them adequate time to apply before any action is taken in relation to the license.

Very truly yours,


Gerald M. Moody,
Special Counsel
GMM/mt

B-3
11-20-23

MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
Phone 508-634-2303 Fax 508-634-2324



Paul A. Mazzuchelli, Chairman
Michael K. Walsh
Thomas J. O'Loughlin, Esq.

Richard A. Villani
Town Administrator

November 15, 2023

CT Bar, Inc./Central Tavern
31 Central Street
Milford, MA 01757

Attention: Donizete DaSilva, Manager

Re: LICENSE ISSUED UNDER G.L.c.138

Dear Mr. DaSilva:

Please take notice that the Select Board will hold a hearing pursuant to G. L.c. 138, section 64, and other applicable law at 6:30 PM in Room 03, Milford Town Hall, 52 Main Street, Milford, MA on Monday, November 20, 2023 at which hearing the Select Board will consider whether or not to modify, suspend, or revoke the license issued for your establishment pursuant to said chapter 138.

The reasons for the contemplated action are as follows:

- * On November 12, 2023 at approximately 10:17 PM, the Milford Police Patrol Division were dispatched to your establishment regarding a noise complaint regarding loud music. You were contacted and told to close the windows to the establishment.
- * On November 13, 2023 at approximately 12:49 AM, the Milford Police Patrol Division were again called to your establishment in response to multiple 911 Calls reporting a large fight. Officers arriving on the scene described thirty to forty individuals in fights, disturbances and disobeying all Police commands to disperse. The Milford Officers were unable to control the unruly crowd which stretched from 31 Central Street into the Jefferson Street Municipal Parking Lot. Ten minutes later, the decision was made to request Assistance from the Upton, Hopkinton and Massachusetts State Police to deal with the hostile crowd and multiple disturbances. After approximately forty minutes, the Police Officers were able to gain control of the situation. Multiple individuals were arrested.
- * On November 13, 2023 at approximately 10:56 AM, a female party arrived at the Milford Police Department lobby and reported she was assaulted by a male employee of your establishment during the altercation.

*On November 14, 2023, the Town's Neighborhood Task Force received a complaint indicating you were selling bottles of liquor which were served in beer buckets with Red Bulls. Customers were serving themselves and were drinking from the bottle both inside and outside your establishment. Further, it was reported there were unkempt sanitary conditions behind the bar as there was no sink to clean glasses or dishes.

As the owner or manager of your establishment, you are responsible for events that occur in your establishment or on your premises, whether they are planned or unplanned events and whether you are present or not present at the time such events occurred.

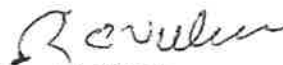
Section 1.01 of the Town General Rules Applicable to All Premises Licensed for the Sale of Alcoholic beverages to be consumed on the premises provides that "as a licensee it is your obligation to ensure that a high degree of supervision is exercised over the conduct of the licensed established at all times". "As a licensee you will be held accountable for all violations that are related to the licensed premises to determine whether or not the licensee acted properly in the given circumstances". Further, Section 1.03 states it is your responsibility to "ensure that illegal activities do not occur at the licensed premises." You should "call for police assistance as necessary to to uncover unlawful conduct...and providing police with requested information."

In summary, please be advised that, as a holder of a liquor license issued by the Town of Milford, you are required to comply with and adhere to all relevant Massachusetts General Laws as well as the Town of Milford Board of Selectmen, GENERAL RULES APPLICABLE TO ALL PREMISES LICENSED FOR THE SALE OF ALCOHOL BEVERAGES TO BE CONSUMED ON THE PREMISES. Failure to do so, could result in modification, suspension, or revocation of the license issued to your establishment.

Attached are the Police Reports filed for the incidents referenced in this Notice.

You are advised that you have the right to attend the hearing, to present evidence on your behalf and be represented by counsel.

Very truly yours,



Richard A. Villani
Town Administrator

cc: Select Board
Town Counsel
Police Chief

C-1
11-20-23

MEMORANDUM

To: Richard Villani and Brian Murray, Town of Milford
From: Good Energy
Re: Revisions to Aggregation Plan for DPU's New Guidelines on Municipal Aggregation
Date: November 15, 2023

Introduction

The Department of Public Utilities ("Department" or "DPU") has released a recent Order in Investigation Establishing Guidelines for Municipal Aggregation Proceedings, D.P.U 23-67, an open proceeding that sets forth Draft Guidelines and a proposed Template Plan for feedback. The Town of Milford's Plan was originally prepared based on the most recent DPU Orders for aggregation plans, including City of Fitchburg, D.P.U. 20- 117.

The Town of Milford conducted a public review for its municipal aggregation plan from August 28 through the public hearing held on October 2, 2023. At the public hearing, Good Energy, the Town's consultant for the aggregation program, recommended that the Town make updates to the plan to conform with the recently released Draft Guideline. Based on Good Energy's review of the Draft Guidelines, have edited the plan with recommended changes to prepare the Plan for filing with DPU.

Summary of Changes

The plan presented for public review has been updated to aligning with the content of the proposed Guidelines. The majority of these modifications pertain to terminology and formatting adjustments. For example:

- Minor terminology adjustments, including the shift from "Customer Notification Documents" to "Opt-Out Documents", "standard product to default product" and "Local Distribution Company" to "Electric Distribution Company," have been implemented to align with the recommended terms specified in the Guidelines.
- Realigning information concerning the public reviews, hearings, and the DOER meeting, which was previously included in Exhibits, and incorporating it into the Historical Overview of the Plan, as now suggested by the Guidelines.
- Incorporated additional detail to provide explicit clarification of specific responsibilities as outlined in the Guidelines. This includes specifying the Select Board's role in Consultant selection, the determination of a failed bid, and program termination; the Consultant's responsibility for customer support; selection of certain local groups and media outlets and the Competitive Supplier's involvement in handling billing inquiries, enrollment, and product changes.

- Removing redundant or duplicative information. In the past, DPU had required us to put the same language in the body of the Aggregation Plan and the Education Plan. With the new guidance from the Guidelines, we have taken the opportunity to streamline this and generally remove the duplicative information from the Education Plan.

There are a few larger edits that were made:

1. **Removing the Model Energy Services Agreement (ESA):** Traditionally, both the plan and model ESA were publicly reviewed and then submitted to the DPU, and both were included in the version Milford released for its public review. However, the current DPU guidelines no longer mandate the inclusion of the model ESA.
2. **Removing language about Low Income Community Shared Solar discount:** The DPU intends to address the potential for a Low Income Community Shared Solar discount as a separate proceeding within all aggregations, commonly referred to as the "SMART docket. That docket focuses on financial incentives for low income communities through the SMART program. In the event that further revisions to the Municipalities' Plans are required to effectuate the Department's Order on this issue in the SMART Docket, the Department will open a subsequent proceedings to address any such amendments.
3. **Committing to send all opt-in customers a Product Summary Form:** This form is required for all competitive electricity suppliers, and it provides information about the electricity in a standardized format.
4. **Following the DPU recommendation that when transitioning between Electricity Supply Agreements (ESAs), if we change the voluntary renewable energy in an optional product, those customers will need to re-enroll or they will be returned to Basic Service:** All other customers, including those on the Town's default product, will be automatically transitioned to the new ESA

Changes That Were Not Made

There are a few items in the Draft Guidelines that Good Energy recommends the Town does not comply with, because they are likely detrimental to your program and we do not yet know if they will be included in the finalized Guidelines.

The DPU offers "expedited review" if you meet certain criteria. Two of those are:

- 1) Offer only two products; and
- 2) Committing to a launch date when applying to DPU

Milford has three products, and we feel this provides a product mix that is widely accessible to the entire community - whether someone is looking for the lowest cost, the most renewable energy, or a mix of both - and important from an equity standpoint. We do not recommend a change at this time.

Committing to a launch date is a brand new requirement proposed by the Guidelines, and numerous parties have raised opposition to it, because it singles out aggregation programs as the only entity in the competitive market that would have to restrict itself by choosing a launch date months in advance. If you decide not to launch on that date, the Guidelines would penalize you by requiring you to wait at least six months to launch. It is unrealistic to expect a municipal aggregation to know whether or not the market will be in a good position to launch at the time they submit their plan to DPU. We do not recommend a change at this time.

-

D.P.U.:
Exhibit: 1 – Plan Cover Page
Municipality: Milford
Consultant: Good Energy
Page #: 1 of 1
Date: November 15, 2023

Town of Milford
MUNICIPAL AGGREGATION PLAN



Exhibit I
November 15, 2023

EXHIBIT I - AGGREGATION PLAN TABLE OF CONTENTS

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I. Overview

The following is the Municipal Aggregation Plan (“Plan”) for the Milford Community Electricity Program (“Program”), developed consistent with the municipal aggregation statute, G.L. Chapter 164, Section 134.

By offering the Program, the Town of Milford (“Town”, “Milford” or “Municipality”) will become a Municipal Aggregator. Through the Program, the Town will provide new electricity supply options to Milford residents and businesses. The Electric Distribution Company, National Grid, will remain responsible for distribution of electricity, maintaining electricity infrastructure and responding to power outages. This Plan does not obligate the Town to pursue aggregation if conditions are not favorable.

The Program enables the Town to select the characteristics of the electricity supply options, also known as products. The Program will be open to all residents and businesses in the Town, and it will offer a default product and optional products. At launch, all Eligible Customers¹ will be automatically enrolled in the Program’s default product unless they exercise their right to opt out or choose an optional product. Once the Program is operational, participating residents and businesses would retain the right 1) to change to an optional product or 2) to opt out of the Program with no penalty and to choose any other electricity supplier or stay with the Basic Service supply from the Electric Distribution Company. Residents and businesses that do not initially participate in the Program may join the Program at any time.

A key focus of the Program will be to provide electricity options that match the diverse needs of our community, which include:

- Negotiating the best terms and conditions for electricity supply: It is important to note that the Program cannot guarantee prices will be lower than the National Grid Basic Service prices at all times, because Basic Service prices change frequently and future prices are unknown.
- Using and supporting the growth of renewable electricity.
- Supporting electrification, particularly for heating and transportation currently powered by fossil fuels.

The Town of Milford will develop and implement the Program as described in this Plan. The Plan will comply with all requirements of the Commonwealth governing the competitive supply

¹ Eligible Customers shall include consumers of electricity located within the geographic boundaries of the Town who are (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (1) Basic Service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

market including notification requirements regarding periodic changes in Program price. Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

II. Process to Develop and Approve Plan

This Plan was created through the following process:

1. **Passage of authorizing resolution:** The municipal aggregation statute requires that the Town obtain approval from the local governing authorities before initiating the development of the Plan. The Town satisfied the local approval requirement when the Town Meeting voted to initiate the process of municipal aggregation on May 22, 2023.
2. **Signed agreement with Town’s aggregation consultant:** Milford selected Good Energy, L.P. (“Good Energy”) as its aggregation consultant to assist in developing this Plan, managing the supply procurement, developing and implementing the public education plan, interacting with the Electric Distribution Company, National Grid, and monitoring the supply contract.
3. **Creation of a Draft Plan & Public Review:** Milford prepared a Draft Plan, including an Education Plan, Opt-Out Documents and Price Change Documents, and made it available for citizen review beginning on August 28, 2023 through October 2, 2023. The Town made a public presentation with the Program overview during the Select Board meeting. An electronic copy was available for download on the Program webpage, which was linked to from the Town of Milford’s homepage, starting on August 28, 2023. Printed copies were also available at the Town Hall.

The Town publicized the review period and public hearing through 1) announcement of public review period hearing posted on Town website, 2) posting on the Town’s social media page, 3) running a notice on Milford’s cable TV station.

The Town created flyers in English, Spanish and Portuguese, the languages most spoken by Milford residents. The flyers were posted on the bulletin board at the Town library and copies were sent to the Milford Portuguese Club Inc. The Program website also includes an automatic translation feature and contained a description of the program operations and products. The content on the Program website also supported those needing audio assistance because they may prefer to read material. For those needing visual assistance, the Town posted a recording of the August 28, 2023, Select Board meeting on its Program website.

4. **Public hearing on Draft Plan:** Milford held a public hearing to receive comments from the public on the Plan on October 2, 2023. While no written comments were received, verbal inquiries arose during the Select Board meeting on August 28, 2023 and public hearing on October 2, 2023. Please see **Attachment B** for copies of comments received and responses from the Town.

5. **Consultation with Department of Energy Resources & Other Parties:** The aggregation statute also requires that the Town consult with the Department of Energy Resources (“DOER”) in developing the Plan. The Town submitted a draft of the Plan to DOER in October 30, 2023, and Milford municipal officials and their Aggregation Consultant met with DOER to discuss that draft on November 7, 2023. Attendees at the November 7, 2023, meeting included: Richard Villani, Town Administrator and Representative Brian Murray, Town Counsel representing the Town of Milford, James Corcoran representing DOER, and Patrick Roche, Laura Olton and Rafidah Rahman representing Good Energy. Please see **Attachment C** for the Consultation Letter from DOER.

The Town has also provided an opportunity for input from the Electric Distribution Company, National Grid. The Aggregation Consultant provided the Electric Distribution Company with a draft model Plan that reflects prior input from the Electric Distribution Company and will continue to provide an opportunity for further comment from the Electric Distribution Company on the Plan.

6. **Local approval of Plan:** The Select Board approved the Plan on TBD.

7. **Submission of Final Plan to Department of Public Utilities:** Before being implemented, the Plan must be reviewed and approved by the Department. The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes.

III. Electricity Supply Product Options

The Program will offer a default and optional electricity supply products. Eligible Customers are automatically enrolled in the default product unless they opt-out of the Program or affirmatively choose one of the optional products.

All products will include the minimum amount of renewable energy resources as required each year by the Commonwealth of Massachusetts.² Some products will include additional renewable energy resources that exceed the minimum amount required by the Commonwealth. All

² For example, in 2023, the Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources. This is comprised of 22% MA Class I sources and 37% other sources. Detail on these sources is available at <https://www.mass.gov/service-details/program-summaries>.

purchases of additional renewable energy in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.³

The products may vary based on the amount of renewable energy, in the form of RECs, and based on whether the price is time-varying. Time-varying products will require a customer to have metering technology that can record and report when usage occurred.

The choices for renewable energy may include:

- The minimum amount of renewable energy resources required by the Commonwealth
- Up to two different levels of renewable energy resources that each exceed the minimum amount required by the Commonwealth

The choices for time-varying prices may include:

1. Non time-varying: The same price applies to usage at any time.
2. Time-varying: Multiple time periods, with each time period having a corresponding price at which usage during each period will be billed. Time periods will be limited by the options available through the Electric Distribution Company billing system.

Each of the three choices for renewable energy resources could be combined with each of the two choices for time-varying prices, producing a total of up to six products. Within these choices, at launch, the Program will offer the following electricity supply products, as described below:

Default Product: The default product, Milford Standard, is expected to include RECs in an amount that is 10% greater than the minimum amount required by the Commonwealth, with the exact amount to be determined after the receipt of bids from Competitive Suppliers. The price will be non-time varying.

Optional Products:

- *Product with additional RECs:* The Program will offer an optional product that exceeds the minimum amount of renewable energy resources required by the Commonwealth by including 100% RECs, and that will be non-time varying, called Milford Plus.
- *Product with no additional RECs:* The Program will offer one optional product with the minimum amount of renewable energy resources required by the Commonwealth, and that is non-time varying, called Milford Basic

All RECs for additional renewable energy above the minimum amount required by the Commonwealth will qualify as Massachusetts Class I eligible pursuant to 225 CMR 14.00 which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

³ RECs enable the trading and tracking of renewable electricity. For every one megawatt-hour (MWh) of renewable electricity that is generated and fed onto the electricity grid, one REC is created.

Any new products the Town seeks to make available to Program participants, in addition to the products described in the Plan, will be subject to Department approval.

IV. Plan Elements

IV.a. Organizational Structure

The organizational structure of Program will be as follows:

Select Board: The Plan will be approved by the Select Board, the elected representatives of the citizens of the Town, and overseen by the Select Board or their designee(s). The Select Board or their designee(s) will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Select Board shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the Select Board.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Select Board or their designee(s). The Aggregation Consultant’s responsibilities include assisting the Town to obtain regulatory approval of the Plan, strategizing for and managing the procurement of electricity supply, developing and implementing the public education plan, interacting with the Electric Distribution Company, monitoring the supply contract and reporting to the Town, maintaining the Program website, providing Program customer support, including addressing customer complaints, producing regulatory reports and managing supplemental filings with the Department (e.g., Plan amendments). The Town has selected Good Energy, L.P. to provide these services for an initial term.

Competitive Supplier: The Competitive Supplier will provide power supply for the aggregation, provide customer support including staffing a toll-free number for customer questions, about billing, to enroll, change product or opt-out and to fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the constituents of the Town by the Select Board.

Buying Group: The Select Board may elect to join with other municipal aggregators in combining the Town’s load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Town shall be represented by the designee(s) of the Select Board on the executive committee of the Buying Group. The Town, through its designee as specifically authorized by the Select Board, shall select a Competitive Supplier based on the needs of the Town and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

IV.b. Operations

Following approval of the Plan by the Department of Public Utilities, the key operational steps

will be: 1) issue a Request for Proposals (RFP) for power supply and select a Competitive Supplier; 2) implement a public education plan for Program launch, including the Opt-Out Documents, and 3) enroll Eligible Customers and provide service, 4) provide on-going customer education, including quarterly notifications, and 5) annual reporting.

These steps are described in the sections below.

IV.b.i. Issue an RFP for power supply and select a Competitive Supplier

The Town, under direction of the Select Board or its designee, will solicit bids from leading Competitive Suppliers, including those currently supplying municipal aggregation programs in New England and other states. In seeking bids from Competitive Suppliers, the Town may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the Department
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregation programs in other states
- Demonstrated ability, supported by references, to provide strong customer service.

In addition, Competitive Suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements power supply at a specified price
- Allow customers to exit the Program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Electric Distribution Company

Competitive Suppliers interested in responding to the RFP will be required to execute a Confidentiality Agreement. Upon execution of the Confidentiality Agreement, the Town will share available load data necessary for bidding.

Competitive Suppliers and the Town will enter into negotiations to produce ESAs acceptable to both Town and Competitive Suppliers.

The Town will solicit bids from Competitive Suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Town will request bids for a variety of term lengths, for firm pricing or pricing strategy, and for power and RECs from different sources.

The Select Board, or their designee(s), will determine the appropriate amount of RECs to be included with the default product and the optional products based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time prices are set. The Town will require bidders to identify the technology, vintage, and location of

the renewable energy generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System. The Town may seek bids from a variety of renewable energy sources and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Select Board shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Select Board deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Town, will evaluate the bid results.

Whether the Town conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a Competitive Supplier offer appropriate for its retail electric customers. Participation in the Buying Group shall not require the Town to select the same price, terms or Competitive Supplier as other members of the Buying Group. If none of the bids is satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield an offer that is acceptable. The Town will only accept a bid that enables it to launch the Program with an offer that meets the criteria set by its municipal officials. The Town will only enter into an ESA with a Competitive Supplier that is fully consistent with the Plan as approved by the Department and Department Guidelines.

IV.b.ii. Implement public education program for Program launch including Opt-Out Documents

Once a winning Competitive Supplier is selected, the Town will implement a public education program.

A public education plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Program, to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program.

The Town will develop a detailed timeline for the public education plan as the launch gets closer, and the public education plan for the launch will include both broad-based efforts aimed at promoting awareness of the Program across the entire community and (“Opt-Out Documents”) mailed to every Eligible Customer.

- **Broad-based efforts:** The broad-based efforts will take advantage of traditional media, online media, and events to ensure as many people as possible learn about the aggregation. See **Attachment D** for detail on the broad-based efforts and an initial timeline and exemplar marketing materials.
- **Opt-Out Documents:** Opt-Out Documents will be mailed to every Eligible Customer. The Opt-Out Documents will have the appearance of an official communication of the Town, and it will be sent in an envelope clearly marked as containing time-sensitive

information related to the Program. The Opt-Out Documents will include:

- an Opt-Out Notice that will: (1) introduce and describe the Program; (2) inform Eligible Customers of their right to opt out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt out; and (4) prominently state all Program charges and compare the price and primary terms of Town's competitive supply to the price and terms of the current Basic Service offering provided by the Electric Distribution Company. The Department-approved notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The Opt-Out Notice will be made available in English.
- the Language Access Document, which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.
- an opt-out reply card, and
- a postage-paid return envelope.

Exemplar copies of the Opt-Out Documents are included in **Attachment A**.

The Town has requested a waiver from providing a Contract Summary/Product Summary Form directly to each customer and instead: (1) to include in the Opt-Out Notice and Change Notification Letter (a) all of the information included on the Department's Contract Summary Form, and (b) a statement informing readers that Product Summary Forms for each Program product are available on the Program website and by calling the Customer Help Line; and (2) to notify any customer proactively enrolling in the Program that Product Summary Forms for each Program product are available on the Program website and by calling the Customer Help Line. Exemplar Product Summary Forms are included in **Attachment A**.

The Opt-Out Documents will be designed by the Aggregation Consultant and the Town and printed and mailed by the Competitive Supplier, who will process the opt-out replies. Eligible Customers will have 33 days from the date of mailing the Opt-Out Documents to return the reply card if they wish to opt out of the Program and the Opt-Out Notice shall identify the return date by which the reply envelope must be mailed and postmarked. The Competitive Supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program (i.e. 37 days total from mailing before enrollment).

The Program will ensure that Eligible Customers with disabilities and limited English proficiency have full access to the Program information and are informed of their rights and obligations under the Program. See **Attachment D** for detail on how the Program will reach Eligible Customers with limited English proficiency and persons with disabilities.

The Program materials will include required disclosures, including that savings cannot be

guaranteed, and other notices as described in **Attachment D**.

The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send Department- approved educational materials, opt-out notices (i.e., Opt-Out Documents), or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Program participants.

In the event the Town seeks to inform customers currently on competitive supply about the Program, the Town shall: 1) include in any materials a disclosure that such customers may be subject to penalties or early termination fees if they enroll in the Program; and 2) provide the Department with a copy of any materials it proposes to send to competitive supply customers no later than ten days prior to the proposed date of issuance.

IV.b.iii. Enroll customers and provide service

1. Enroll Customers: After conclusion of the opt-out period (i.e., no sooner than 37 days from the date of the mailing of the Opt-Out Documents), the Competitive Supplier will enroll into the Program all Eligible Customers who did not opt out. All enrollments and other transactions between the Competitive Supplier and the Electric Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

2. Provide Service: Once Eligible Customers are enrolled, the Program will provide all requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial ESA, the Town intends to solicit a new power supply agreement.

When new customers open an account in the Town, they will receive the Opt-Out Documents consistent with Section IV.b.ii. At the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out. New customers may proactively enroll by contacting the Program directly. Customers proactively enrolling will be sent a Program Summary Form for their product.

IV.b.iv. Provide on-going outreach and education, including quarterly disclosure labels:

The primary vehicle for providing continuing information will be the Program website which includes a translation function and assistive technologies to ensure communications to residents with limited English proficiency and visual or auditory impairment. Changes in prices and REC content for Program products will be communicated through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice (See Section IV.d for changes due to a new or amended ESA, including a regulatory event and Section IV.g. for changes due to Program termination). The Program website will be updated quarterly with the then-current large business Basic Service rates and every six months

with the then-current residential and small business Basic Service rates. See **Attachment D** for additional detail regarding on-going education and outreach.

As part of its ongoing service, the Town will provide the quarterly disclosure of information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. The Town requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission from the Department instead to provide the information through alternative means. The Town will make the required disclosures by posting disclosure labels on the Program website on a quarterly basis with notification to customers of the posting through the alternate means described below:

- Each quarter, the Town will publicize the availability of the disclosure label on the Town website with a link to download a PDF of the disclosure label along with explanatory text such as:

“Milford Community Electricity, the Town’s electricity Program, has posted the latest Electricity Disclosure Label in the Resources section on the Program website. The Label provides detail on the energy mix for all Program options. The Label is updated quarterly, and the most recent Label is always available on the Program website:
www.MilfordCommunityElectricity.com or by request at [Customer Support #].”

- For Quarter 1, the Town will issue a press release with a link to the Program website
- For Quarter 2, the Town will post a notice on the Town’s primary social media account
- For Quarter 3, the Town will post physical notice and disclosure label at the Ruth Anne Bleakney Senior Center, the Town’s library branches and the Town bulletin board
- For Quarter 4, the Town will submit a notice to the Town’s local access TV station

All notices listed will contain, at a minimum, the same explanatory text quoted above.

Collectively, these notifications will cover a diverse range of communication channels and serve to reinforce awareness that the latest label can always be found on the Program website or via phone request.

The notifications of the quarterly disclosure will be made by in May for Quarter 1, in August for Quarter 2, in November for Quarter 3 and in February for Quarter 4.

In prior Orders, the Department has granted the request for a waiver from the information disclosure requirements, subject to the Town’s demonstration in each Annual Report to the Department that its Competitive Supplier has provided the same information to Program participants as effectively as the quarterly mailings required under 220 CMR 11.06(4)(c).

IV.b.v. Annual Report: On an annual basis, the Town will report to the Department and the DOER on the status of the Program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in optional products, and such other information as the Department or DOER may request.

IV.c. Funding

All of the costs of the Program will be funded through the supply charges paid by Program participants through the ESA. The then-current Program supply charges may be found on the Program website, www.MilfordCommunityElectricity.com and on the Product Summary Forms on the Program website and by calling the Competitive Supplier.

The primary cost will be the charges of the Competitive Supplier for the power supply, which will include the cost of any additional RECs above the minimum amount of renewable energy resources required by the Commonwealth. This will also include the cost of required mailings to Eligible Customers and Participating Customers. These charges will be established through the solicitation for a Competitive Supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour Commission Fee that will be paid by the Competitive Supplier to the Aggregation Consultant, as specified in the ESA. This Commission Fee will cover the services of the Aggregation Consultant, including developing the Plan, managing the supply procurement, developing and implementing the public education plan, providing Program support, interacting with the Electric Distribution Company, monitoring the supply contract, and providing ongoing reports. This charge has been set for the initial term of the Aggregation Consultant's contract at \$0.001 per kilowatt hour.

IV.d. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the Commission Fee and applicable taxes pursuant to the ESA. The Commission Fee was set through the Consultant selection process. Prices, terms, and conditions may differ among customer rate classes, which rate classes will be the same as the customer rate classes of the Electric Distribution Company. Customers will receive pricing as defined in Section V.b. Equitable Treatment of All Customer Classes. The frequency of price changes will be determined through the competitive bid process. Prices may change as specified in the winning bid or as the result of the Town entering into an amended or new ESA.

At least thirty days prior to the effective date of a price change, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content⁴ and applicable price, term, fees and renewable energy content of their current product. Such notifications will comply with all Department language access and design requirements, and will inform Program participants that they may opt out of the Program at any time and return to Basic Service at no charge. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Town regarding

⁴ For customers enrolled in an optional opt-in product that will change voluntary renewable energy content in the new ESA, the "new price, term, fees and renewable energy content" will be National Grid Basic Service. The mailer will also include such information for the new Program products.

customer's participation in the Program.

If the Town seeks to change the voluntary renewable energy content for any product ("product change"), it also will notify Program participants of the product change as it would for a price change. Customers enrolled in an optional opt-in product that will change voluntary renewable energy content in the new ESA will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default opt-out product or an optional opt-in product that will maintain the same voluntary renewable energy content in the new ESA will be notified that they will be renewed in their current product under the new ESA unless they opt out.

If the Town seeks to change the Competitive Supplier, it also will notify Program participants of the change as described above.

The direct mail notification for the price change or product change ("Change Documents") will have the appearance of an official communication of the Town and will be sent in an envelope clearly marked as containing time-sensitive information related to the Program. The Change Documents will include:

- **Renewal Notice:** the Renewal Notice is substantially similar to the Opt-Out Notice, particularly in that it will identify price, term and renewable energy content of the current product in which the customer is enrolled, the product into which the customer will be enrolled if the customer takes no action, and the price, term and renewable energy content of the new product or products(s) available via the Program. The Renewal Notice has two versions, one for customers that will automatically renew in their current product at the new price and one for customers that will be returned to Basic Service unless they make an affirmative selection.
- **Language Access Document,** which will contain a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number.

The Program will ensure that Eligible Customers with disabilities and limited English proficiency have full access to the Program information and are informed of their rights and obligations under the Program. See **Attachment D** for detail on how the Program will reach Eligible Customers with limited English proficiency and persons with disabilities.

If there is a change in law (as defined in the ESA) the Town and the Competitive Supplier will negotiate a potential change in the Program price. Any resulting price change shall also be communicated to Program participants as described above. The Town shall also notify the Department's Consumer Division prior to implementation of any change in the Program price related to a change in law. Such notice shall be provided to the Department no less than ten days prior to notifying customers and will include copies of all media releases, postings on the Town and Program websites and any other communications the Town intends to provide to customers regarding the price change.

In the event an ESA is terminated as the result of a dispute over a change in law, and the Municipality does not obtain a replacement ESA, the Town will follow the procedures for termination of the Program under Section IV.G of the Plan. In the event the Municipality obtains a replacement ESA, it will follow the procedures for termination of the existing ESA and extension of the Program under this section and Section IV.g Extensions or Termination of the Program in the Plan.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Electric Distribution Company in accordance with tariffs approved by the Department. Discounts provided by the Local Distribution Company, including low-income discounts provided to low-income customers, are not impacted by the Program.

Participants in the Program will receive one bill from the Electric Distribution Company that includes both the electricity supply charge of the Competitive Supplier and the delivery charge of the Electric Distribution Company. Any applicable taxes will be billed as part of the Program's electricity supply charge. Customers that provide their Tax-Exemption Certificate to the Competitive Supplier will be exempt from the collection of applicable taxes.

IV.e. Method of Entering and Terminating Agreements with Other Entities

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

At least 90 days prior to the end of the term of the initial ESA, the Town, under the direction of the Select Board or their designee(s), will solicit bids for a new supply agreement and plans to continue the Program with the same or new Competitive Supplier.

Although the Town is not contemplating a termination date, the Program could be terminated upon the termination or expiration of the ESA without any extension or negotiation of a subsequent supply contract, or upon the decision of the Select Board to dissolve the Program effective on the end date of the existing ESA.

The Town plans to use the same process described in Section IV.b. Operations of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Aggregation Consultant. At least thirty days prior to the effective date of a price or product change in a subsequent ESA, Program participants will be informed through posting on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable content and applicable price, term, fees and renewable energy content of their current product, as described in Section IV.e. Rate Setting & Other Costs to Participants. The Town will satisfy all notice requirements

established by the Department for price and product changes, including any timing and mailing requirements. The transfer of customers from the existing supplier to the new supplier will be coordinated with the Electric Distribution Company using established Electronic Data Interchange (EDI) protocols.

If the Select Board determines that it requires the services of an Aggregation Consultant after expiration of the existing agreement with Good Energy, the Select Board will evaluate opportunities to solicit an Aggregation Consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Select Board will solicit proposals for, and evaluate, potential Aggregation Consultants using a competitive procurement process or alternative procedure which the Select Board determines to be in the best interest of its customers and consistent with all applicable local, state and federal laws and regulations.

IV.f. Rights and Responsibilities of Program Participants

All participants will receive all-requirements power supply, as noted in Section IV.b.iii. All participants will have the right to opt out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting the Electric Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another Competitive Supplier.

All participants may change Program products at any time, without penalty, by contacting Program customer support or the Competitive Supplier

All participants will have available to them the consumer protection provisions of Massachusetts' law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Aggregation Consultant, the Competitive Supplier, the Electric Distribution Company and the Department. As appropriate, the Town and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Electric Distribution Company or the Department.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out Electric Distribution Company operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

Participants will be notified of any price, product or Competitive Supplier changes as described in Section IV.d. Rate Setting & Other Costs to Participants.

Non-participants residing in the Town may join the Program at any time, either through the opt-out process or opt-in process described in Section V.b. Equitable Treatment of All Customer Classes and receive the pricing as described in Section V.b Equitable Treatment of All Customer

Classes.

IV.g. Extensions or Termination of Program

In the event of termination, customers would return to the Basic Service of the Electric Distribution Company, unless they choose an alternative Competitive Supplier.

At least thirty days prior to the termination, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notification that complies with all Department language access and design requirements. The direct mail notices will be sent in a clearly marked envelope indicating that it contains important information from the Town regarding customer's participation in the Program.

The Town will notify the (1) the service list for the docket in which the Department approved the Municipality's plan, (2) the Director of the Department's Consumer Division, and (3) Electric Distribution Company of the planned termination or extension of the Program. In particular, the Town will provide the Electric Distribution Company notice: (1) 90 days prior to a planned termination of the Program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Town will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, municipal office and website postings and other communications the Town intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Electric Distribution Company in accordance with the then applicable Electronic Data Interchange ("EDI") rules and procedures.

IV.h. Education Plan

Please see **Attachment D** for the Town's education plan.

V. Substantive Requirements

V.a. Universal access

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

All electricity customers in the Town will have access to the Program and they may join the Program either through the opt-out process or opt-in process described in Section V.b. Equitable

Treatment of All Customer Classes and receive the pricing as described in Section V.b Equitable Treatment of All Customer Classes.

All Eligible Customers will be automatically enrolled in the Program unless they choose to opt out.

When New Eligible Customers move into the Municipality, they will initially be enrolled in Basic Service with the Electric Distribution Company. New Eligible Customers will receive the Opt-Out Documents and at the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out.

Residential and small business new Eligible Customers will be enrolled at the same price as the existing customers. All other medium to very large business new Eligible Customers joining the Program after Program initiation will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt-out of the Program at any time with no charge. Customers that opt-out will have the right to return to the Program at a price that reflects then-current market prices at the time of their return.

V.b. Equitable treatment of all customer classes

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

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer rate classes (residential, small, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer rate classes the Electric Distribution Company uses for the Basic Service pricing. While there is no penalty charge for leaving Basic Service, certain business customers may receive a reconciliation charge or credit upon switching from Basic Service to the Program.

Second, the Program will distinguish between customers receiving the default product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the Program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include a) the initial Eligible Customers and b) new Eligible Customers that move into the Municipality after the Program start-date.

- a. Eligible Customers that enroll at the Program start will receive the Program pricing for their rate class.
- b. For New Eligible Customers moving into the Municipality after the Program start, the Program will distinguish between (1) new residential and small business customers, who will receive the Program pricing, and (2) all other medium, large and very large business customers, who will receive pricing based on then-current market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a Competitive Supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out.

- a. Opt-in customers that were being served by a Competitive Supplier at Program initiation but who later join the Program will be treated the same as new customers: (1) residential and small business customers will receive the Program pricing; and (2) medium, large and very large business customers will pay a price based on then-current market prices.
- b. Opt-in customers that join the Program after having previously opted out will be offered a price based on then-current market prices rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Basic Service of the Electric Distribution Company.

As noted below, customers will receive either the Program pricing or prices based on then-current market prices. The Competitive Supplier will determine the then-current market prices, as noted below, based on current wholesale prices and its cost to serve the customer. Any market-based prices will remain effective through the remainder of then-current supply term. If the Municipality enters into a new ESA, all current customers will continue to be enrolled in the Program and receive the Program prices under the new ESA.

The following is a summary of the enrollment procedures and pricing under various scenarios.

(see next page)

Enrollment Procedures

Enrollment Scenario	Enrollment Procedures
Eligible Customers at Program launch	<p><i>All Customers</i></p> <p>Opt-Out Documents will be mailed to all Eligible Customers at the launch of the Program initiation. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all Eligible Customers who did not opt out in the default product.</p>
New Eligible Customers identified after Program launch	<p><i>Residential and Small Business Customers</i></p> <p>Opt-Out Documents will be mailed to all identified new Eligible Customers after Program launch. After the completion of the 37-day opt-out period, the Competitive Supplier will enroll all new Eligible Customers who did not opt out in the default product.</p> <p><i>Medium, Large and Very Large Business Customers</i></p> <p>Same as above except Opt-Out Documents will include then-current market-based prices.</p>
Customers who opted out and later want to enroll	<p><i>All Customers</i></p> <p>Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier, who will provide then-current market-based prices.</p>
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<p><i>All Customers</i></p> <p>Customers may enroll in any Program product by contacting Program customer support or the Competitive Supplier.</p>

Enrollment Scenario	Enrollment Procedures (Continued)
<p>All customers enrolled in the Program at the start of a new supply term, including any customers currently on market-based prices.</p>	<p><i>All Customers</i> At least thirty days prior to the effective date of a price change or product change under a new supply term, Program participants will be informed through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice containing the new price, term, fees, renewable energy content and applicable price, term, fees and renewable energy content of their current product, in accordance with Section IV.d above. Customers enrolled in an optional opt-in product that will change voluntary renewable energy content in the new supply term (product change) will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the default product or other optional product) or they will be returned to Basic Service. Customers enrolled in the default opt-out product or an optional opt-in product that will maintain the same voluntary renewable energy content in the new supply term will be notified that they will be renewed in their current product under the new supply term unless they opt-out.</p>

Pricing Summary

Enrollment Scenario	Pricing
<p>Eligible Customers at Program launch</p>	<p><i>All Customers</i> Program pricing for all product offers.</p>
<p>New Eligible Customers identified after Program launch</p>	<p><i>Residential and Small Business Customers</i> Program pricing for all product offers. <i>Medium, Large & Very Large Business Customers</i> Market-based price based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. Competitive Supplier will provide a market-based price that is fixed for the remainder of the then-current supply term.</p>
<p>Customers who opted out and later want to enroll</p>	<p><i>All Customers</i> Market-based pricing based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the then-current supply term.</p>

Enrollment Scenario	Pricing (Continued)
<p>Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends</p>	<p><i>Residential and Small Business Customers</i> Program pricing for all product offers.</p> <p><i>Medium, Large and Very Large Business Customers</i> Market-based pricing based on then-current wholesale prices and Competitive Supplier costs at the time the customer wants to enroll. The Competitive Supplier will provide a market-based price that is fixed for the remainder of the then-current supply term.</p>
<p>All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.</p>	<p><i>All Customers</i> Program pricing for all product offers.</p>

V.c. Reliability

Reliability has both physical and financial components. The Program will address both through the ESA with the Competitive Supplier. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. The Electric Distribution Company will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA contains language addressing damages and liability. The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

The Municipality’s Aggregation Consultant will be a Massachusetts licensed electricity broker and has the following technical expertise necessary to operate the municipal aggregation program: history of successful approval of aggregation plans before the Department, multiple years years managing active municipal aggregation programs in the state, staff expertise in electricity procurement, education and outreach, customer support, and electricity supply regulations and rules, and ability to provide legal expertise for the aggregation plan and ESA.

VI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received all necessary approvals.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier
32	Competitive Supplier notifies Electric Distribution Company to prepare retail electric customer data of the Town Begin broad-based public outreach for Program launch, including updating Program website (see Attachment D)
33	Competitive Supplier begins EDI testing with Electric Distribution Company.
44	Competitive Supplier receives retail electric customer data from Electric Distribution Company
48	Competitive Supplier, at its expense, mails Opt-Out Documents to all Eligible Customers, identifying the return date (no earlier than 33 days from mailing) by which the reply card envelopes must be postmarked by Eligible Customers electing to opt-out
51	Eligible customers receive Opt-Out Documents in the mail
63	Competitive Supplier completes EDI testing with Electric Distribution Company.
81	Return date by which Eligible Customers deciding to opt-out must postmark the reply card in a pre-paid envelope to the Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list and sends "supplier enrolls customer" EDI for all Program participants
85	Earliest date Program enrollments may commence.
90	Service begins as of each customer's next meter read date

Exhibit 1
Attachment A
Opt-Out Documents

Att. A-1: Opt-Out Notice

Att. A-1.A: Opt-Out Notice - Program Price for All Customers

Att. A-1.B: Opt-Out Notice - Market Price for Large Business Customers

Att. A-2: Opt-Out Reply Card

Att. A-3: Envelopes

Att. A-3.A: Sample Envelope

Att. A-3.B: Envelope for Opt-Out Reply Card

Att. A-4: Language Access Document

Att. A-5: Product Summary Forms



Town of Milford

You will be automatically enrolled in the Milford Community Electricity product, "Milford Standard", unless you affirmatively opt out by mailing and postmarking the enclosed opt-out card by mm/dd/2023.

XXXX XX, 2023

Dear Milford Electricity Customer,

The Town of Milford is offering a Program called Milford Community Electricity. The Program is a carefully designed alternative to your current electricity supply options, which include those offered by National Grid and other third-party electricity suppliers. Through the Program, Milford aims to provide electricity products that increase our community's renewable energy use and reduce carbon pollution.

— Jane Smith, Town of Milford

YOUR OPTIONS

Your participation in the Program is voluntary and you can leave the Program at any time without penalties or fees.

- 1 **Automatically enroll in Milford Standard, with 10% voluntary renewable energy content**
 If you take no action, you will be automatically enrolled in the default product, Milford Standard, starting on your Month 2023 meter read. The electricity supplier for the Milford Community Electricity program is Supplier_Name.
- 2 **Choose to enroll in another Milford product with more or less renewable energy content**
 To choose a different product, call the Program's electricity supplier, Supplier_Name, at (ARE) SUP-LIER, or submit a request at www.MilfordCommunityElectricity.com.
- 3 **Choose to continue with National Grid Basic Service**
 To remain with National Grid Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2023**:

Postmark and mail the enclosed opt-out card or call Supplier_Name at (ARE) SUP-LIER or submit the opt-out form at www.MilfordCommunityElectricity.com

PRODUCT SUMMARY

	National Grid Basic Service (if you opt out)	Milford Basic	Milford Standard (automatic)	Milford Plus
Price				
Residential	nn.nnn ¢/kWh			
Small Business	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Large Business	nn.nnn ¢/kWh*			
Voluntary Renewable Energy Content			Adds 10% voluntary renewable energy (MA Class I RECs)	Adds voluntary renewable energy (MA Class I RECs) to total 100%
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Milford Community Electricity cannot guarantee savings compared to National Grid Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract. Program prices include a commission fee of \$0.001/ kWh for the aggregation consultant. Program prices also include taxes which are billed as part of the power supply charge.

Program prices apply to service beginning and ending on the days of the month that your meter is read. Program prices do not include the price that the electric utility will charge for the delivery component of electric service.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
National Grid Basic Service (If you opt out)	2023	22%	37%	-	-	59%
	2024	24%	38%	-	-	62%
	2025	27%	36%	-	-	63%
Milford Basic	2023	22%	37%	-	-	59%
	2024	24%	38%	-	-	62%
	2025	27%	36%	-	-	63%
Milford Standard (automatic)	2023	22%	37%	10%	-	69%
	2024	24%	38%	10%	-	72%
	2025	27%	36%	10%	-	73%
Milford Plus	2023	22%	37%	41%	-	100%
	2024	24%	38%	38%	-	100%
	2025	27%	36%	37%	-	100%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts. MA Class I renewables are from new sources located within, or delivered to, New England, and built after 1997. For details on all required sources, see www.mass.gov/service-details/program-summaries.

PROGRAM DETAIL

- National Grid will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at 800-322-3223, or by visiting its website at NationalGrid.com.
- The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website].
- You can switch to a different Program supply product any time after you've enrolled.
- Product Summary Forms for each Program product are available at www.MilfordCommunityElectricity.com.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from National Grid.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- You can leave the Program with no associated early termination fees any time after you've enrolled. If you leave the Program, your account(s) will be returned to National Grid Basic Service on the next meter read.
- Exit Terms for Basic Service: There is no penalty charge for leaving National Grid Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call National Grid at 800-322-3223.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier_Name via email at Supplier_Tax_email or mail at Supplier_tax_mail in order to maintain their tax-exempt status.
- If you participate in the Program, you will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.

CUSTOMER SUPPORT & MORE

Please visit www.MilfordCommunityElectricity.com or call (ARE) PRO-GRAM to view Product Summary Forms for each Program product and for additional Program detail.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's Basic Service price. You can visit the website at <http://energyswitchma.gov>.



Town of Milford

You will be automatically enrolled in the Milford Community Electricity product, "Milford Standard", unless you affirmatively opt out by mailing and postmarking the enclosed opt-out card by mm/dd/2023.

XXXX XX, 2023

Dear Milford Electricity Customer,

The Town of Milford is offering a Program called Milford Community Electricity. The Program is a carefully designed alternative to your current electricity supply options, which include those offered by National Grid and other third-party electricity suppliers. Through the Program, Milford aims to provide electricity products that increase our community's renewable energy use and reduce carbon pollution.

— Jane Smith, Town of Milford

YOUR OPTIONS

Your participation in the Program is voluntary and you can leave the Program at any time without penalties or fees.

- 1 Automatically enroll in Milford Standard, with 10% voluntary renewable energy content**

If you take no action, you will be automatically enrolled in the default product, Milford Standard, starting on your Month 2023 meter read. The electricity supplier for the Milford Community Electricity program is Supplier_Name.
- 2 Choose to enroll in another Milford product with more or less renewable energy content**

To choose a different product, call the Program's electricity supplier, Supplier_Name, at (ARE) SUP-LIER, or submit a request at www.MilfordCommunityElectricity.com.
- 3 Choose to continue with National Grid Basic Service**

To remain with National Grid Basic Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2023**:

Postmark and mail the enclosed opt-out card *or* call Supplier_Name at (ARE) SUP-LIER *or* submit the opt-out form at www.MilfordCommunityElectricity.com

PRODUCT SUMMARY

	National Grid Basic Service (if you opt out)	Milford Basic	Milford Standard (automatic)	Milford Plus
Price				
Residential	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Small Business	nn.nnn ¢/kWh	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Large Business	nn.nnn ¢/kWh*	nn.nnn ¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Voluntary Renewable Energy Content	-	-	Adds 10% voluntary renewable energy (MA Class I RECs)	Adds voluntary renewable energy (MA Class I RECs) to total 100%
Duration	MONTH YEAR to MONTH YEAR *Large Business: MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR	Enrollment to MONTH YEAR

The Milford Community Electricity cannot guarantee savings compared to National Grid Basic Service for the duration of the Program pricing because future Basic Service rates are unknown.

Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract. Program prices include a commission fee of \$0.001/kWh for the aggregation consultant.. Program prices also include taxes which are billed as part of the power supply charge.

Program prices apply to service beginning and ending on the days of the month that your meter is read. Program prices do not include the price that the electric utility will charge for the delivery component of electric service.

Some products contain additional Renewable Energy Certificates (RECs) above that required by MA law. The additional RECs qualify for MA Class I designation from generation located within, or delivered to, New England.

RENEWABLE ENERGY DETAIL

The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. Some Program products contain additional renewable energy that exceeds the minimum required by the Commonwealth, as shown below.

Name	Year	Required RPS MA Class I	Required Other	Voluntary MA Class I	Voluntary Other	Total
National Grid Basic Service (If you opt out)	2023	22%	37%	-	-	59%
	2024	24%	38%	-	-	62%
	2025	27%	36%	-	-	63%
Milford Basic	2023	22%	37%	-	-	59%
	2024	24%	38%	-	-	62%
	2025	27%	36%	-	-	63%
Milford Standard (automatic)	2023	22%	37%	10%	-	69%
	2024	24%	38%	10%	-	72%
	2025	27%	36%	10%	-	73%
Milford Plus	2023	22%	37%	41%	-	100%
	2024	24%	38%	38%	-	100%
	2025	27%	36%	37%	-	100%

The Renewable Portfolio Standard (RPS) is the minimum renewable energy required each year by the Commonwealth of Massachusetts. MA Class I renewables are from new sources located within, or delivered to, New England, and built after 1997. For details on all required sources, see www.mass.gov/service-details/program-summaries.

PROGRAM DETAIL

- National Grid will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at 800-322-3223, or by visiting its website at NationalGrid.com.
- The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website].
- You can switch to a different Program supply product any time after you've enrolled.
- Product Summary Forms for each Program product are available at www.MilfordCommunityElectricity.com.
- Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from National Grid.
- Solar Electricity Consumers will not be impacted and will continue to receive their net metering credits while participating in the Program.
- You can leave the Program with no associated early termination fees any time after you've enrolled. If you leave the Program, your account(s) will be returned to National Grid Basic Service on the next meter read.
- Exit Terms for Basic Service: There is no penalty charge for leaving National Grid Basic Service, however, Large Business customers may receive a billing adjustment charge or credit.
- Information about Basic Service: visit www.mass.gov/info-details/basic-service-information-and-rates, or call National Grid at 800-322-3223.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier_Name via email at Supplier_Tax_email or mail at Supplier_tax_mail in order to maintain their tax-exempt status.
- If you participate in the Program, you will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.

CUSTOMER SUPPORT & MORE

Please visit www.MilfordCommunityElectricity.com or call (ARE) PRO-GRAM to view Product Summary Forms for each Program product and for additional Program detail.

The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's Basic Service price. You can visit the website at <http://energyswitchma.gov>.

Opt-Out Reply Card



Town of Milford
Milford Community Electricity

Account number placeholder
Opt-Out code placeholder

X _____
Signature *Date*

Current Resident Name
1234 Main St Milford,
MA 12345

If you wish to participate in the Milford Community Electricity 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 this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address on this card.

The envelope must be mailed and postmarked on or before Month, Day, Year to opt out of the Program before automatic enrollment.



Town of Milford
c/o SupplierName
Supplier Address
City, State, Zip
Phone: SupplierPhone
Email: SupplierEmail

Presorted
Standard
U.S. Postage
Paid
XXXX
XXXX

Current Resident Name
1234 Main St Milford,
MA 12345

*Time-sensitive notice from the
Town of Milford*

D.P.U.:
Exhibit: 1 - Att. A-3.B: Envelope for Opt-Out Reply Card
Municipality: Milford
Consultant: Good Energy
Page #: 1 of 1
Date: November 15, 2023



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL
FIRST-CLASS MAIL Permit No. 5000 Milford, MA

POSTAGE WILL BE PAID BY ADDRESSEE

Town of Milford
C/O [Supplier
Name] Address
City, State and Zip





Milford Community Electricity

⚠ IMPORTANT NOTICE

☎ MUNI TOLL-FREE NUMBER

☎ TTY (800) 439-2370 / Español (866) 930-9252

🌐 MilfordCommunityElectricity.com

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

<p>SPANISH/ESPAÑOL Incluye importante notificación de Town of Milford sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p>POLISH/POLSKI Załączono ważne powiadomienie od Town of Milford dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczne przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.</p>
<p>PORTUGUESE/PORTUGUÊS Aviso importante incluído do Town of Milford sobre seu serviço de eletricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.</p>	<p>NEPALI/नेपाली तपाईंको विद्युतीय सेवा बारे Town of Milford बाट संलग्न गरिएको महत्त्वपूर्ण सूचना । सूचनालाई तत्कालै अनुवाद गर्नुहोस् । मद्दतको लागि, माथि दिइएको नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस् ।</p>
<p>CHINESE (SIMPLIFIED)/中文 随附来自 Town of Milford 的重要通知, 有关您的供电服务。请立刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。</p>	<p>MARATHI/मराठी कडून महत्त्वाची सूचना संलग्न केली आहे Town of Milford आपल्या विद्युत सेवेसंबंधी. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.</p>
<p>CHINESE (TRADITIONAL)/中文 随附以下重要通知 Town of Milford 事關您的電力服務。請立即翻譯通知。如需協助, 請致電上述號碼或瀏覽網站。</p>	<p>YORUBA/YORUBÁ Àkíyèsí pàtàkì tí a fi sínú rẹ̀ láti ọ̀dọ̀ Town of Milford nípa isẹ̀ iná mọ̀nà mọ̀nà rẹ̀. Túmọ̀ àkíyèsí náà lẹ̀sẹ̀kẹ̀sẹ̀. Pe nọ̀nbà náà tàbí bẹ̀ ààyè lórí ayélujára, lókè, wò fún irànlọ̀wọ̀.</p>
<p>HAITIAN/KREYÒL Wap jwenn yon avi enpòtan ki soti nan Town of Milford osijè sèvis elekrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn èd.</p>	<p>IGBO/NDI IGBO Okwa dị mkpa e zitere na Town of Milford gbasara ọrụ ọkụ eletrik gị. Tugharịa okwa ozigbo. Kpọọ nọmba à ma ọ bụ gaa na webusaịti, dị n'elu, maka enyemaka.</p>

<p>VIETNAMESE/TIẾNG VIỆT Có đính kèm thông báo quan trọng từ Town of Milford về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay. Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên, để được giúp đỡ.</p>	<p>AMHARIC/አማርኛ የኤሌክትሪክ አገልግሎት ጥገና በተመለከተ ከ Town of Milford የተሰጠ ጠቃሚ ማስታወቂያ ከዚህ ጋር በአባሪነት ተያይዟል። ማስታወቂያውን በአስቸኳይ ያስተርጉሙት። አገዛ ለማግኘት፣ ከላይ በተገለጸው ስልክ ቁጥር ይደውሉ ወይም ደረገጸን ይሰጡ።</p>
<p>RUSSIAN/РУССКИЙ Прилагается важное сообщение от Town of Milford касательно вашего снабжения электроэнергией. Переведите это сообщение безотлагательно. Если вам нужна помощь, позвоните по указанному номеру или зайдите на вебсайт.</p>	<p>SOMALI/SOOMAALI Ogeysiin muhiim ah oo ku lifaaqan oo ka timid Town of Milford oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas. U soo wac lambarka ama u booqo websaydka, koreeyo, wixii caawin ah.</p>
<p>ARABIC/عربي ملاحظة هامة متضمنة من Town of Milford حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فوراً. اتصل بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.</p>	<p>JAPANESE/日本語 Town of Milford からの電力供給に関する重要なお知らせが添付されています。このお 知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話 番号までお電話いただくか、ウェブサイトをご覧ください。</p>
<p>KHMER/ខ្មែរ សេចក្តីជូនដំណឹងសំខាន់ បានភ្ជាប់មកពី Town of Milford អំពីសេវាអគ្គិសនីរបស់អ្នក។ ប្រសិនបើអ្នកមានសំណួរណាមួយស្តីពី ហៅទៅសេចក្តីជូនដំណឹងនេះសំរាប់ជំនួយ។</p>	<p>GUJARATI/ગુજરાતી ના તરફથી મહત્વપૂર્ણ નોટિસ બીડેલ છે Town of Milford તમારી વીજળી સેવા વિશે. સૂચનાનું તુરંત જ ભાષાંતર કરો. મદદ માટે ઉપરના નંબર પર કૉલ કરો અથવા વેબસાઇટની મુલાકાત લો.</p>
<p>FRENCH/FRANÇAIS Avis important ci-joint de Town of Milford à propos de votre service d'électricité. Traduisez immédiatement l'avis. Appelez le numéro ou visitez le site Web ci-dessus pour obtenir de l'aide.</p>	<p>SWAHILI/KISWAHILI Notisi muhimu ambayo imeambatishwa kutoka kwa Town of Milford kuhusu huduma ya umeme unayopokea. Ifasiri notisi papo hapo. Piga simu kwa nambari au zuru tovuti, hapo juu, ili kupata usaizizi.</p>
<p>ITALIAN/ITALIANO Comunicazione importante in allegato da Town of Milford riguardante il suo servizio di elettricità. Tradurre il comunicato immediatamente. Se ha bisogno di assistenza chiami il numero o visiti il sito internet sopra indicato.</p>	<p>HINDI/हिंदी यह महत्वपूर्ण सूचना Town of Milford की ओर से आपकी बिजली सेवा के बारे में है। सूचना का तुरंत अनुवाद करें। मदद के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p>KOREAN/한국어 귀하의 전기 서비스와 관련하여 Town of Milford 에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시 번역하시기 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나 웹사이트를 방문해 주십시오.</p>	<p>THAI/ไทย ประกาศสำคัญที่แนบมาจาก Town of Milford เกี่ยวกับบริการไฟฟ้าของคุณ แปลประกาศทันที โปรดไปยังหมายเลข หรือไปที่เว็บไซต์ด้านบน เพื่อขอความช่วยเหลือ</p>
<p>GREEK/ΕΛΛΗΝΙΚΑ Εσκλείεται σημαντική ειδοποίηση από Town of Milford που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφτείτε την παραπάνω ιστοσελίδα για βοήθεια.</p>	<p>LAO/ລາວ ແຈ້ງການທີ່ສໍາຄັນນໍາມາຈາກ Town of Milford ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໂດຍທັນທີ. ສໍາລັບການຊ່ວຍເຫຼືອ ໂທຫາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໄວເບີໄຊທ໌ ຢູ່ຂ້າງເທິງ.</p>



Town of Milford

Electric Supply Product Summary: Milford Standard From Milford Community Electricity

You will receive an electric supply product from Milford Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product includes 69% renewable energy resources in 2023, 72% in 2024 and 73% in 2025, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Milford Community Electricity is a Program of the Town of Milford: www.MilfordCommunityElectricity.com . The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	National Grid will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at 800-322-3223, or by visiting its website at NationalGrid.com .

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



Town of Milford

Electric Supply Product Summary: Milford Basic *From Milford Community Electricity*

You will receive an electric supply product from Milford Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product meets the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Milford Community Electricity is a Program of the Town of Milford: www.MilfordCommunityElectricity.com . The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	National Grid will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at 800-322-3223, or by visiting its website at NationalGrid.com .
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	



Town of Milford

Electric Supply Product Summary: Milford Plus *From Milford Community Electricity*

You will receive an electric supply product from Milford Community Electricity. Your electric utility will continue to deliver the electricity you use to your home.

Price	XX.XXX cents per kWh. This does not include the price that your electric utility will charge you for the delivery component of your electric service.
Term	The above price will remain constant from enrollment to [MONTH] [YEAR].
Early Cancellation Fee	There is no cancellation fee. You may leave this product at any time after you have enrolled with no fee or penalty.
Automatic Renewal	You will be automatically enrolled at a new price at the end of the contract term unless you inform the Town otherwise. The new price may be higher or lower than the existing price and the voluntary renewable energy content may change. The Town will contact you no later than 30 days before each automatic renewal to notify you of your supply options.
Renewable Energy Content	The Commonwealth of Massachusetts requires that all electric supply products include a minimum of 59% renewable energy resources in 2023, 62% in 2024 and 63% in 2025. This product includes 100% renewable energy resources in 2023, 100% in 2024 and 100% in 2025, amounts that exceed the minimum requirement.
Rescission Period	If you received this form as part of an automatic enrollment notice, you have until the deadline indicated on the notice to opt-out and not be enrolled. You may leave this product at any time after you have enrolled with no fee or penalty.
Competitive Supplier Information	Milford Community Electricity is a Program of the Town of Milford: www.MilfordCommunityElectricity.com . The Program is served by [Supplier Name], DPU license number: [DPU license number], [telephone number], [website]. [Supplier Name] is only responsible for the electric generation portion of your bill.
Electric Utility Information	National Grid will continue to deliver the electricity that you use in your home and is responsible for the delivery charges that appear on your monthly bill. If you have questions about the delivery portion of your bill, contact National Grid at 800-322-3223, or by visiting its website at NationalGrid.com .
The Massachusetts Department of Public Utilities recommends that consumers visit the Energy Switch website to view the broad range of available electric supply products, including your electric utility's basic service price. You can visit the website at http://energyswitchma.gov .	

Exhibit 1
Attachment B
Further Supporting Documents

Att. B-1: Certified Vote to Pursue Aggregation

Att. B-2: Minutes of all Town Meeting or Select Board meetings discussing aggregation

Att. B-3: Documentation demonstrating an opportunity for public review of the Plan, identifying the locations where and time period when the Plan was available for viewing, and identifying the period during which the Municipality was accepting comments

Att. B-4: Draft Plan for Public Review

Att. B-5: Public Comments Received and Responses Provided

D.P.U.:
Exhibit: 1 – Att. C: DOER Consultation Letter Cover Page
Municipality: Milford
Consultant: Good Energy
Page #: 1 of 1
Date: November 15, 2023

Exhibit 1
Attachment C
DOER Consultation Letter



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
100 CAMBRIDGE ST., 9th FLOOR
BOSTON, MA 02114
Telephone: 617-626-7300

Maura T. Healey
Governor

Kimberley Driscoll
Lt. Governor

Rebecca L. Tepper
Secretary

Elizabeth Mahony
Commissioner

VIA ELECTRONIC MAIL

November 9, 2023

Milford Town Hall
52 Main Street
Milford MA 01757
Attn: Richard Villani
Town Administrator

Milford Municipal Load Aggregation Plan

Dear: Mr. Villani,

I am writing to inform you that the town of Milford has completed its consultation with the Department of Energy Resources (“DOER”), pursuant to G.L., c.164, § 134(a) in the development of its Municipal Load Aggregation Plan, detailing the process and consequences of aggregation (“Aggregation Plan”).


After examination of the town of Milford’s proposal, the DOER, on November 7, 2023, conducted a meeting by way of a conference call with Richard Villani and Brian Murry representing the Town of Milford, James Corcoran representing DOER and John O’Rourke, Patrick Roche, Laura Olton and Rafidah Rahman representing Good Energy Inc., (“Good Energy”). In performing its review and in connection with these discussions, the DOER has provided technical assistance consistent with our charge under G.L. c.25A, § 6(11).

The DOER attests to the good faith effort made by town of Milford and Good Energy in the consideration of this undertaking; the communications it has conducted with the town of Milford’s electric distribution company, National Grid; the development of a market-ready

Energy Supply Agreement with licensed competitive suppliers; and the communications that have occurred with the DOER. Our exchange of views has reached a satisfactory conclusion.

The DOER is satisfied that the town of Milford and Good Energy are undertaking this effort with realistic expectations of the municipal benefits that may accrue to future Aggregation Plan subscribers. Similarly, we recognize the commitment of the town of Milford as it seeks to bring value to the community through this public aggregation.

Sincerely,



Joanne Bissetta
Director
Green Communities Division

cc:

Joanne Bissetta, DOER joanne.bissetta@mass.gov
Richard Villani rvillani@townofmilford.com
Bmurry@milfordma.gov

D.P.U.:
Exhibit: 1 – Att. D: Education Plan Cover Page
Municipality: Milford
Consultant: Good Energy
Page #: 1 of 1
Date: November 15, 2023

Exhibit 1
Attachment D
Education Plan

**EDUCATION PLAN
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Attachment D - Education Plan

The following describes the Education Plan for the Town of Milford (the “Town”) to fully inform and educate potential participants about their opportunities, options and rights for participation in the aggregation program (“Program”). Eligible Customers (as defined in Section I of the Plan), including Eligible Customers with limited English language proficiency and disabilities, must be informed that they will be automatically enrolled in the Program and that they will have the right to opt-out of the Program without penalty. The Education Plan has the following parts:

1. Program Launch Outreach & Education
2. On-Going Outreach & Education
3. Approach to Overall Education & Outreach

1. Program Launch

The Town has prepared a marketing plan and timeline that identifies the steps that it will take to implement the broad-based public education efforts and send out the Opt-Out Documents. The schedule is designed to work towards the estimated date when Eligible Customers will be enrolled in the Program.

From estimated date that Electricity Supply Agreement is executed (i.e. Day 31 per Exhibit 1, Section V. Planned Schedule)		
Action	Start Day	Finish Day
A. Launch Program website	Already Complete	-
B. Update Program website	32	Ongoing
C. Work with local media resources	32	80
• Issue press release/contract announcement to Newspapers and TV Stations	35	37
• Press releases expected publication in Newspapers Radio and TV Stations	38	50
D. Active social media outreach	35	80
E. Presentations	35	80
• Presentations to community groups as desired	35	80
• Community-wide presentation after Opt-Out Documents mail	55	-
F. Distribute Program details to local groups including marketing materials/brochure	35	50
G. Program customer support line & Competitive Supplier phone line	44	Ongoing
H. Mail postcard to all Eligible Customers	44	-
I. Mail Opt-Out Documents to all Eligible Customers	48	0
J. Earliest date Program enrollments may commence.	85	

Sections 1.A through 1.I provide detail on each of the outreach elements identified in the table above.

1.A Launch Program Website

All information regarding the Program will be posted on the Program website. The Town's website will include, in a prominent location, basic information about the Program with a link to the Program website. For the duration of the Program, the Town commits to ensuring that all Plan documents, including the approved Plan, Education Plan, Opt-Out Documents and education materials, will remain available and updated on the Program website. The Program website has links to the website of the Electric Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier. The current supply prices for each Program product can be found at the Program website, www.MilfordCommunityElectricity.com.

1.B. Update Program Website

The Program website will be updated to include information on the product options, including pricing, term length, renewable energy (i.e., “RECs”); as well as enrollment, opt-up and opt-out forms and phone numbers.

1.C. Press Release and Work with Local Media Resources

The Town will develop press releases to provide to local media resources, including newspapers and public access TV.

- Area Newspapers: The Town will work with the *The Milford Daily News* <https://www.milforddailynews.com/> to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications including *MetroWest Daily News* (<https://www.metrowestdailynews.com/>) and *Milford Patch* (<https://patch.com/massachusetts/milford-ma>). These newspapers are easily accessible to community members and able to disseminate accurate and timely information about the Program.
- Local Public Access Television: The Town intends to work with *Milford TV* <https://www.milfordtv.net/>. The station can record interviews about the Program and PSAs for upcoming meetings. This station was chosen due to its affiliation with the Town, making it a well-known source of local news.
- Local Radio: The Town intends to work with WMRC MyFM 1013 www.myfm1013.com/. This was chosen as this is the most widely used local radio channel in the Town of Milford.
- Municipal Staff Interviews: Develop Q&A Scripts (**Attachment A-3**) and prepare municipal staff or volunteers for interviews.

1.D. Active Social Media Outreach

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program website. In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep Eligible Customers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Milford staff. These accounts may include: *Milford Town Hall page on Facebook*. This outlet was selected as well-followed or subscribed channels by residents and businesses for official Town news.

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community. These accounts may include: *Milford Ma Community Message Board on Facebook*.

1.E. Presentations

Provide at least one community-wide presentation and connect with local groups to (a) promote general awareness of the Program and (b) target education to low-income customers, seniors, and customers with limited-English capabilities.

- Local Groups: Some of the local groups identified to date which the Town may choose to work with include:
 - *Milford Conservation Commission*, (<https://www.milfordma.gov/conservation-commission>) this group was chosen as they are active in environmental and sustainability issues and can help reach community members interested in the environmental benefits of the program;
 - *Milford Upper Charles River Trails Committee*, (<http://www.milfordtrail.org/home.aspx>), this volunteer organization is dedicated to promoting the safe use of and maintenance of the Upper Charles Trail in Milford, and they were chosen because of their active social media presence and can help reach community members interested in the environmental benefits of the program;
 - *Milford Veterans Advisory Council*, (<https://www.facebook.com/groups/212548410887615/>) this council was chosen as they can help us connect with veterans and the senior citizen community;
 - *Milford's Ruth Anne Bleakney Senior Center*, (milfordmaseniorcenter.com), they were selected because they can help us connect to senior citizens;

- *Milford Rotary Club* (Milfordmarotary.org) was chosen again for its active presence in the community, due its numerous public service projects, and ability to help spread general awareness;
 - *Saint Mary of the Assumption Roman Catholic Parish* (<https://stmarymilford.org/>), selected because it offers services in Portuguese and Spanish and can help connect to Milford's Portuguese and Spanish speaking communities.
 - *Tri-County Chamber*, (<https://www.tricountychamberma.org/about-us>), which serves businesses in ten towns including Milford, selected to help connect with non-residential electricity users in Milford
- **Select Board Meetings:** Present or provide materials for the Select Board meetings and any constituent meetings they may have.

1.F. Distribute Program details to local groups including marketing materials/brochure

Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Distribute to key locations such as Municipal offices, *Milford Town Library* and *Ruth Anne Bleakney Senior Center* and offer to local groups identified in 1.E. These locations were selected as high traffic areas where community information is often posted.

1.G. Program Customer Support Line & Competitive Supplier Phone

Establish customer helplines with the Competitive Supplier and Aggregation Consultant to answer customer inquiries. Help line will be maintained for duration of the Program.

1.H. Mail Postcard to all Eligible Customers

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Consumer Notification Documents.

1.I. Mail Opt-Out Documents to all Eligible Customers (Exhibit 1, Attachment A)

Opt-Out Documents will be mailed by the Competitive Supplier to every Eligible Customer, which include the Opt-Out Notice, the opt-out reply card, postage-paid return envelope and Language Access Document. Eligible Customers will have 33 days from the date of mailing the Opt-Out Documents to return the reply card if they wish to opt out of the Program and the Opt-Out Notice shall identify the return date by which the reply envelope must be mailed and postmarked. The Competitive Supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program (i.e. 37 days total from mailing before enrollment). See Section IV.b.ii under Operations in the Plan for additional detail on the content of the Opt-Out Documents.

2. Ongoing Outreach and Education

The Town will continue outreach and education for customers after enrollment in the Program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Town. The types of information the Town will communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for customer inquiries, details regarding the Program's electric supply and renewable attributes, and energy source disclosure labels.

2.A. Revisions to Products, Prices & Supplier

All changes in prices, voluntary REC content or Competitive Supplier for Program products will be communicated through postings on the Program and Town websites, media releases, social media, a physical posting in Town buildings and a direct mail notice. The communication will be made at least thirty days prior to the effective date of the price, voluntary REC or Competitive Supplier change, and Program participants will be informed of the new price, term, fees, renewable energy content and the applicable price, term, fees, and renewable energy content of their current product, in compliance with all Department language access and design requirements, and will be informed that they may opt out of the Program at any time and return to Basic Service at no charge. Please see Section IV.d. Rate Setting & Other Costs for Participants in the Plan for additional detail regarding the content of the direct mail notice and customer participation.

2.B. Responses to Frequently Asked Questions

The Town will update the Program website to add or revise content that will address frequently asked questions. The frequency of updates will be based on Town assessment of need.

2.C Program Goals & Performance

Program goals and performance will be communicated via updates to the Program website. Additionally, the Program may include updates on goals and performance as part of any Change Documents, defined in Section IV.d Rate Setting & Other Costs for Participants in the Plan, including the Renewal Notice . Any updates on the Program's financial performance will include appropriate disclaimers per Section 3.B below. The frequency of updates to the Program website will be based on Town assessment of need. The Program may also conduct awareness campaigns for goals to increase participation in optional products that have more renewable energy resources than the minimum amount required by the Commonwealth. Such campaigns will utilize flyers and bookmarks, lawn signs, social media postings, participation in local events and virtual and in-person meetings. The frequency of such campaigns and methods to be used will be determined by the Town based on its assessment of the need and optimal timing.

2.D Rights and Procedures for Program Participants

The Program website will document the rights of Program participants, including the right to opt-out at any time without penalty, and will document the procedures for enrolling, changing

products and opting-out. Additionally, the Program website will house a copy of the Plan for the public to view all of the rights and procedures contained therein. Rights and applicable enrollment procedures will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice defined in Section IV.d of the Plan, ; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

2.E Contact Information for Customer Inquiries

The Program website will provide phone and email contact information for customer inquiries. Additionally, contact information for customer inquiries will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice, defined in Section IV.d of the Plan ; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

2.F. Details Regarding the Program's Electric Supply and Renewable Attributes

The Program website will provide information on the price, term length and renewable energy content of the Program products as both text on the Program website and as Product Summary Forms hosted on the Program website (see **Exhibit 1, Attachment A** for exemplar Product Summary Forms). Additionally, such information will be communicated:

- To Program participants, when the Program transitions to a new supply term, via the Renewal Notice, defined in Section IV.d of the Plan, ; and
- To New Eligible Customers, via the Opt-Out Notice, defined in Section IV.b.ii of the Plan (see also **Exhibit 1, Attachment A** for exemplar Opt-Out Notice).

New Eligible Customers moving into the Municipality after Program initiation initially will be enrolled in Basic Service with the Electric Distribution Company. New Eligible Customers subsequently will receive the same Opt-Out Documents as other Eligible Customers.

2.G. Quarterly Energy Source Disclosure Labels

As part of its ongoing service, the Town will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Please see Section IV.b.iv under Operations in the Plan regarding the Town's request for a waiver for an alternative disclosure strategy, which would utilize notices on the municipal and Program website, social media, physical postings at the Town's Library branches, Ruth Anne Bleakney Senior Center, and the Town's bulletin board and posting on the Town's Local Access TV station.

3. Approach to Overall Education & Outreach

The outreach efforts described in this section apply to the Program launch as well as on-going

outreach.

3.A Enrollment and Pricing

Customers will be informed of the various enrollment and pricing procedures both at and after Program initiation. For a summary of the enrollment procedures and pricing under various scenarios, please see section V.b. Equitable Treatment of All Customer Classes in the Plan.

3.B Required Disclosures & Notices

Savings Not Guaranteed - Any Program materials which include the Town's goals of lower cost electricity or cost savings, or which reference price savings, price stability, economic benefits or a like term, will also include in each instance a disclaimer that the Town cannot guarantee that the Program will provide customers with prices lower than the Electric Distribution Company's Basic Service rate that may be in effect at any point of time during the term of any supply contract entered into by the Town.

Automatic Enrollment - All customer education materials (i.e., announcements, slides, scripts presentations and the Opt-Out Notice) will disclose to Eligible Customers that they will be automatically enrolled in the Program unless they exercise their right to opt-out.

Low Income Discounts Not Affected - Program materials will also include a statement, where appropriate, that discounts provided by the Electric Distribution Company to low-income customers are not affected by the Program.

Competitive Supply Customers – To the extent the Town's Program materials seek to inform competitive supply customers about the Program, it will disclose that such customers may be subject to penalties or early termination fees if they switch from competitive supply to the Program during the term of a contract with a competitive supplier.

Termination of the ESA - In the event an ESA is terminated as the result of a dispute over a Regulatory Event or New Taxes, and the Town does not obtain a replacement ESA, the Town will follow the procedures for termination of the Program under Section IV.g Extensions or Termination of the Program in the Plan. In the event the Town obtains a replacement ESA it will follow the procedures for termination of the existing ESA and extension of the Program under Sections IV.d Rate Setting & Other Costs to Participants and IV.e Method of Entering and Terminating Agreements with Other Entities in the Plan.

3.C Outreach to Persons with Disabilities or Limited English Proficiency

The Town will use its Program notifications, customary media outlets and Program website to reach and educate all residents about the details of the Program, including those with limited English proficiency.

As detailed in Section 3.B, all price and product change notifications will be in compliance with all Department language access and design requirements.

Persons with Disabilities - In addition to the Opt-Out Documents, the Town will use the Program website as well as posters and handouts to ensure effective communication with all Eligible Customers. To the extent possible public education events will be held in accessible spaces or, in the alternative, will be available on-line for the mobility impaired. Outreach efforts may be communicated in print and audio formats to provide access to both the hearing and visually impaired.

The Program website will include an Americans with Disabilities Act (ADA) commitment statement asking visitors to contact us to help resolve any accessibility issues on an ad hoc basis.

Assistive technologies such as TTY (TeleType) for the hearing impaired will be integrated into the public outreach materials to accommodate individuals with hearing impairments, such as the reference to the TTY number included in the Language Access Document. Price charts on the Program website will use text rich formats and .pdf files, rather than .jpeg and .png images, so that the charts can be read aloud by a computer. Images will also employ alternate text options so that every page on the website can be read out loud by a computer, leveraging assistive technology.

In addition, the Program website will use WordPress, which conforms with web content accessibility guidelines and is actively working to make their Content Management System ADA compliant.

Persons with Limited English Proficiency - At the launch of the Program, the Town will include in its Opt-Out Documents a Language Access Document in the language of limited-English speaking residents. The Language Access Document includes a message in 26 languages encouraging Eligible Customers to have the notification translated and providing the Program website address and toll-free number. The Program website has translation services that can translate the website text and Program information into more than 100 languages. The website is the primary vehicle for communicating Program information, both before and after the Program launch.

The Town will also work with individuals who need language support as those needs are identified. The Town has identified those residents within the Town that speak English “less than very well” and that speak another language as their primary language (see table below – “Language Spoken at Home” shown for any language over 3% of Milford’s population; full data is available in Attachment D-1). The percentages are based on a population of approximately 28,012 residents.

Based on this data, the Town intends to make Program information available in English for all direct mailings, and the Town will translate the direct mailings into the languages in the table

below and post those documents on the Program website. The Town will work with community groups for additional assistance in spreading awareness of Program communications to groups in the table below. Additionally, non-English speaking customers can access the Program website which includes a translation function that translates materials on the website into over 100 different languages.

Population speaking English less than very well		
Language Spoken at Home	Number of Speakers in Milford	Percent of Total Milford Population
Other Indo-European Languages*	2,453	8.8%
Spanish	1,441	5.1%
<p>*Represented by Portuguese: the Town consulted the interactive language map published by the State of Massachusetts at https://mass-eoeea.maps.arcgis.com/apps/webappviewer/index.html?id=dffdbf9c109647fc9601f7524c1fd9f4 for confirmation</p> <p>Source: 2021 American Community Survey 5-year estimate, Table C16001: Language Spoken at Home for the Population 5 Years And Over. See Attachment D-1 for the original source data.</p>		

The above-described outreach efforts to educate all customers shall also apply to the Town’s on-going outreach and education as described in Section 2 above.

3.D Limitations on Supplier Communications

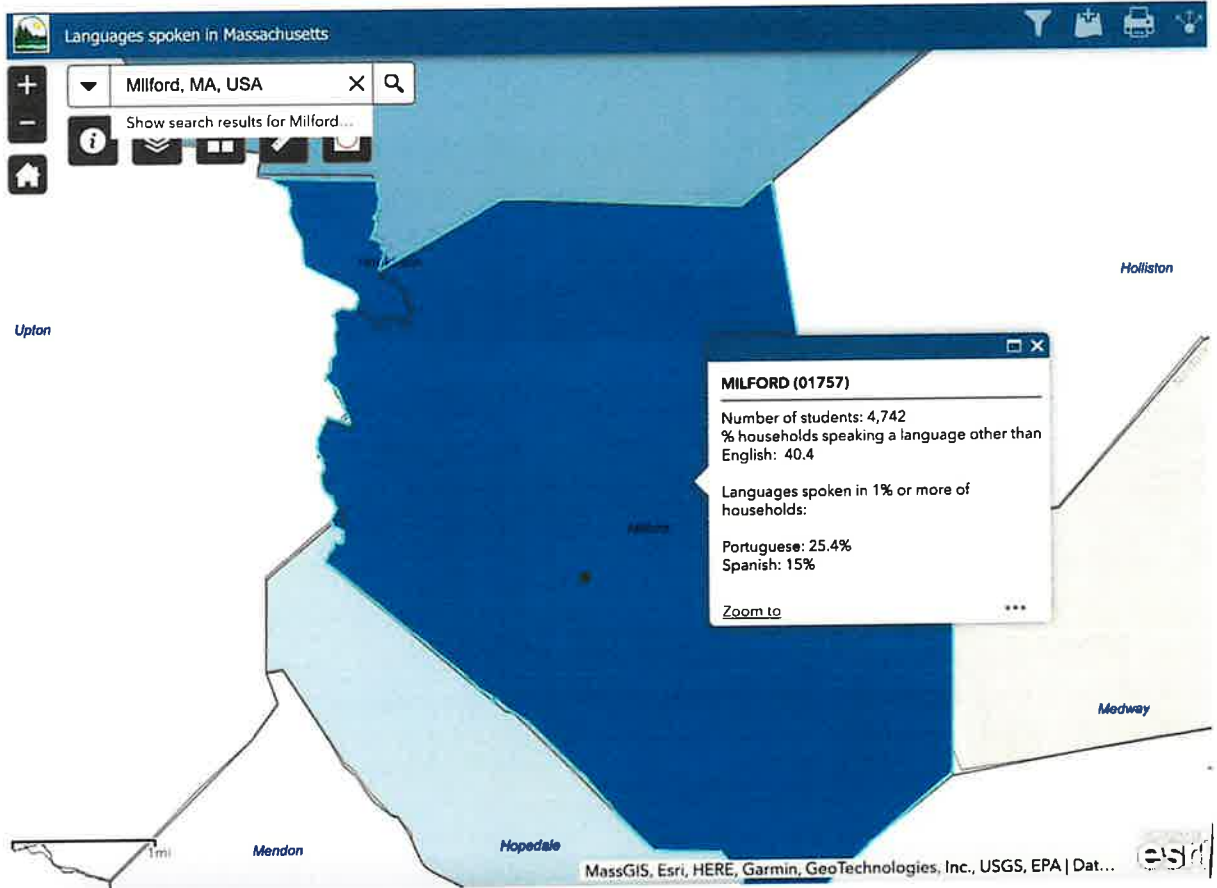
The Competitive Supplier may only communicate with Program participants and/or use the lists of Eligible Customers and Program participants to send Department-approved educational materials, Opt-Out Documents, or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Program participants.

Attachments

D-1 – Residents with Limited English Language Proficiency

Speak English less than "very well"	2,453	±528
Korean:	39	±52
Speak English "very well"	10	±17
Speak English less than "very well"	29	±40
Chinese (incl. Mandarin, Cantonese):	200	±138
Speak English "very well"	43	±53
Speak English less than "very well"	157	±138
Vietnamese:	28	±44
Speak English "very well"	7	±11
Speak English less than "very well"	21	±33
Tagalog (incl. Filipino):	29	±52
Speak English "very well"	29	±52
Speak English less than "very well"	0	±28
Other Asian and Pacific Island languages:	0	±28
Speak English "very well"	0	±28
Speak English less than "very well"	0	±28
Arabic:	165	±138
Speak English "very well"	138	±129
Speak English less than "very well"	27	±33
Other and unspecified languages:	302	±344
Speak English "very well"	161	±191
Speak English less than "very well"	141	±167

Data accessed November 10, 2023 at <https://mass-eoea.maps.arcgis.com/apps/webappviewer/index.html?id=dffdbf9c109647fc9601f7524c1fd9f4>



C-2
11-20-23

MILFORD SELECT BOARD

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679
Phone 508-634-2303 Fax 508-634-2324



Paul A. Mazzuchelli, Chairman
Thomas J. O'Loughlin, Esq
Michael K. Walsh

Richard A. Villani
Town Administrator

TO: Paul A. Mazzuchelli, Chairman
Thomas J. O'Loughlin, Esq
Michael K. Walsh

FROM: Rick Villani, Town Administrator

RE: Retiree Contribution Rates, 2024

DATE: November 15, 2023

The Insurance Advisory Committee convened on Wednesday, November 8th to discuss the contribution strategy for the Medex, Medicare Advantage and Tufts Retiree plans. Currently, the Medex and Medicare Advantage plans are split at 50/50 between the Town and the retirees; the Tufts plan split is 70/30, Town/Retiree.

At its original introduction to the Town, the Tufts plan was considerably less expensive than the Medex plan. To drive more participation in that direction, the 70/30 split was adopted. Now, however, this contribution strategy is out of balance as Tufts is priced 10% higher than the Medex and Medicare Advantage plans.

Due to this shift, the IAC voted unanimously to recommend an across the board split of 60/40 (Town/Retiree) for all three plans to simplify and rebalance them. Shown below is the current and suggested splits and the cost:

Plan Name	Number of Subscribers	Current Cost Split	ER Annual Cost at Current 2024 Split	ER Annual Cost at 60/40 Split	Variance	2024 EE Monthly Contribution	Proposed 60/40 Monthly Contribution	Variance
Medex with RX	503	50/50	\$1,112,314	\$1,334,777	\$222,463	\$ 184.28	\$ 147.42	(\$ 36.86)
Medicare Advantage	0 (new plan)	50/50	NA	NA	NA	NA	NA	NA
Tufts	84	70/30	\$286,121	\$245,246	(\$40,875)	\$ 121.65	\$ 162.20	+ \$ 40.55
			\$1,398,435	\$1,580,023	+\$181,588			

After consultation with the Finance Director, the recommendation is to move forward for the Select Board's consideration.

C-3
11-20-23

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

HOUSING COURT DEPARTMENT
WORCESTER DIVISION
DOCKET NO.:

JOHN ERICKSON, as he is the Building)
Commissioner for the Town of Milford)
Plaintiff)
)
v.)
)
LUIS LOJA, aka LUIS ANTONIO LOJA-CAGUANA,)
individually and as Trustee of the Franklin Street)
Realty Trust, NOEMI D. LOJA and JEAN LOJA,)
Aka JEAN LOJA CORONA)
Defendants)
_____)

PRELIMINARY INJUNCTION

Upon review of the facts as presented in the filings in this matter, and as presented on October 25, 2023 after hearing on the Plaintiff's Motion for Preliminary Injunction, this Court orders that the Defendants Cease and Desist from utilization of the 21 Franklin Street, Milford, Massachusetts premises for any of the following purposes or activities pending any further order of this Court:

- A. Retail sale of any food or other merchandise;
- B. Sale of any alcoholic beverages;
- C. The holding of events or tournaments for volleyball or other sporting activity whether involving the exchange of money or otherwise;
- D. Utilization of exterior lighting that is not in full compliance with applicable electrical codes or which interferes with the quiet enjoyment by neighbors of their homes and properties.
- E. The playing of amplified music that violates applicable provisions of the Milford Zoning By-Law; and
- F. In any other manner engage in activity, or permit others to utilize the 21 Franklin Street premises, in any manner in violation of the Milford Zoning By-Law.

g. The legislative fee is waived

For good cause shown I order that no security be given by the Plaintiff for the issuance of this Order.

Date: 11/3/23





F-1
11-20-23

TOWN ACCOUNTANT

52 Main Street, Milford, MA 01757
Phone: 508-634-2309 * Fax: 508-634-2324

Email to Accountant

Email to Town Admin.

GIFT ACCEPTANCE FORM

Donor Name Rose and Mark Titlebaum Address 45 Briar Dr.

City, State. & Zip Milford, MA 01757 Phone 508-473-5447

Name of Gift Unsolicited donation from their Halloween Party

Purpose To support programming

Total Amt. of Gift \$1,000.00

Contact Person Rose Titlebaum

Attached is a copy of correspondence received

There was no written correspondence with this gift

The Board of Selectmen/School Committee have been notified of this gift and have approved of the expenditures for the purpose stated

Board of Selectmen

School Committee

Chairman

Chairman

Contact Person _____

Town Accountant Use

Assigned Account Number _____

Date Received _____



F-2
11-20-23

TOWN ACCOUNTANT

52 Main Street, Milford, MA 01757
Phone: 508-634-2309 * Fax: 508-634-2324

Email to Accountant

Email to Town Admin.

GIFT ACCEPTANCE FORM

Donor Name Nouria Energy Corporation Address 326 Clark St.
City, State, & Zip Worcester, MA 01606 Phone 508-459-7126

Name of Gift Unsolicited donation at their Grand Opening

Purpose To support programming

Total Amt. of Gift \$1,000.00

Contact Person Cheryl Winsor, Director of Marketing and Communication

Attached is a copy of correspondence received

There was no written correspondence with this gift

The Board of Selectmen/School Committee have been notified of this gift and have approved of the expenditures for the purpose stated

Board of Selectmen

School Committee

Chairman

Chairman

Contact Person _____

Town Accountant Use

Assigned Account Number _____

Date Received _____

H-1
11-20-23

TEMPLE BETH SHALOM
55 PINE STREET
P.O. BOX 30
MILFORD, MA 01757

November 3 2023

Paul Mazzuchelli, Chair
Thomas O'Laughlin
Michael Walsh

Board of Selectmen
Town Hall
Milford, Massachusetts 01757

RE: TEMPLE BETH SHALOM - MENORAH LIGHTING

Dear Sirs:

On behalf of Temple Beth Shalom of Pine Street, Milford, I am writing to request that we be permitted once again to place the Menorah in Draper Park, for the upcoming Hanukah celebration.

This year, Hanukah commences the evening of Thursday December 7, 2023 and therefore we would request permission to place the Menorah in Draper Park during the week prior to then, and to light each night until Hanukah ends the evening of Friday, December 15, 2023.

Assuming the aforesaid is acceptable to you, we will be conducting a Town lighting celebration on the first night of Hanukkah, at 6:00 PM on Thursday December 7th, at Draper Park. We would welcome your attendance at this event.

As always, thank you for your consideration and support, and we look forward to seeing you.

Yours very truly,

Marc Mann
Treasurer

lam/let/milfselecttemple