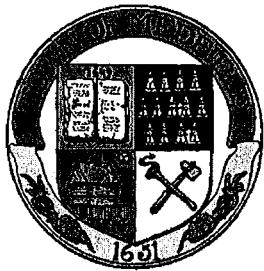




Board of Selectmen  
Meeting Packet  
January 25, 2022



**TOWN OF MEDFIELD**  
*Office of Marion Bonoldi, Town Clerk*

459 Main Street  
Medfield, Massachusetts 02052

(508) 906-3024  
Fax: (508) 359-6182  
town.medfield.net

January 25, 2021

As required by General Laws Chapter 54, Section 34, the Board of Selectmen voted on January 25, 2021 to start using the Image Cast Precinct Tabulator and discontinue the use of the Optech III-P Eagle Tabulators.

The ImageCast tabulator is to be utilized for the first time at the local election on March 28, 2022.

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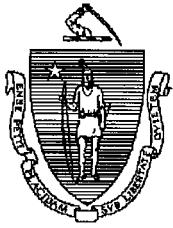
Michael Marcucci

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Gustave Murby, Sr.

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Osler Peterson



**The Commonwealth of Massachusetts**  
**Local Election Districts Review Commission**  
c/o Elections Division  
One Ashburton Place, Room 1705  
Boston, Massachusetts 02108

Michael Marcucci, Chair  
Select Board  
459 Main St.  
MEDFIELD, MA 02052

January 11, 2022

Dear Select Board Chair:

At a meeting held on December 15, 2021, the Local Election Districts Review commission considered the submission re-dividing MEDFIELD into precincts.

The Commission is pleased to inform you that this division meets the requirements of Massachusetts General Laws chapter 54, section 6, and is otherwise consistent with law and has thus been approved by the Commission. Please note that the effective date of your new precincts was December 31, 2021.

Thank you for your cooperation in this matter.

Sincerely,

LOCAL ELECTION DISTRICTS  
REVIEW COMMISSION

A handwritten signature in cursive ink that reads "William Francis Galvin".

Hon. William Francis Galvin

A handwritten signature in cursive ink that reads "Bradley H. Jones".

Hon. Bradley H. Jones, Jr.

A handwritten signature in cursive ink that reads "Beth Huang".

Beth Huang





Nicholas Milano &lt;nmilano@medfield.net&gt;

---

## Fwd: Fairy houses at MSH

Kristine Trierweiler <ktrierweiler@medfield.net>  
To: Nicholas Milano <nmilano@medfield.net>

Fri, Jan 21, 2022 at 2:32 PM

----- Forwarded message -----

From: Jean Mineo <jeanmineo@aol.com>  
Date: Thu, Jan 20, 2022 at 8:21 PM  
Subject: Fairy houses at MSH  
To: ktrierweiler@medfield.net <ktrierweiler@medfield.net>

Hello Kristine,

I ran this proposal past John Thompson who had no issues but suggested I also run it past you -

Medfield resident Kathleen Derian would like to help organize a fairy house event at MSH, we'd like to work with her and tie it to the Daffodil Day event (either April 9 or 10 in the afternoon). We'd like to add a family/kid band or two to the stage, ice cream truck (we'd get a food permit). Hand out a prize...

The idea with the fairy houses is that community groups and businesses would be invited into a friendly competition, we'd provide guidelines and ask people to deliver them that morning. They'd probably want to put them near the base of trees or in nooks around where stairs meet buildings, etc. I could imagine they'd want to leave them out for a week or two for people to find them after the event. Then they'd have to come collect them.

Clearly, they'd be peed on by dogs....materials would need to be all natural (wood, rocks, moss, etc.) and no food products or plastic so it's not dangerous/eaten by dogs.

Can we run with this or should it go on the Selectmen's agenda?

Jean Mineo  
(she/her/hers)  
Executive Director  
[The Cultural Alliance](#)  
C 617-877-5158

--  
Kristine Trierweiler  
Town Administrator  
Town of Medfield  
459 Main Street  
Medfield, MA 02052  
508 906 3011 phone  
508 359-6182 fax

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Town House Hours:  
**Monday 8:30 AM to 4:30 PM**  
**Tuesday 8:30 AM to 7:30 PM**  
**Wednesday 8:30 AM to 4:30 PM**





Nicholas Milano &lt;nmilano@medfield.net&gt;

## BOS Agenda

Amy Colleran <acolleran@email.medfield.net>  
To: Nicholas Milano <nmilano@medfield.net>

Fri, Jan 21, 2022 at 12:37 PM

Hi Nick,  
Here is write up for package:

Due to a leak in a portion of the roof at the Dale Street School, a section of the building needed to be shut down till a replacement of the roof was completed. This area of the building accommodates the Mandarin Classroom. MIIA insurance covers the damage to any of the interior finishes (ceilings / carpet / walls / light fixtures) but does not cover replacement of the roof. We were able to obtain a trailer from the insurance company that is situated in the parking lot where the Mandarin Classes are now taking place. After a review of the damage, a scope of work was developed by Russo/Barr Engineers and the project was put out to bid in mid December. We received 5 bids ranging from 64,900-94,000. We are requesting funding to replace the existing roof in the amount of \$64,900 (the amount of the lowest bidder).

Amy Colleran  
Director of Facilities  
Town of Medfield  
office: 508-906-3068

### Town Building Maintenance Request Form

This electronic transmission is for the intended recipient only and may contain information that is privileged, confidential, or otherwise protected from disclosure. Any review, dissemination, or use of this transmission or any of its contents by persons other than the intended recipient is strictly prohibited. If you receive this transmission in error, please notify the sender immediately upon receipt and delete or destroy the communication and its attachments. Thank you for your cooperation.

[Quoted text hidden]

[Quoted text hidden]

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[Quoted text hidden]

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 **Bid Results for Dale Roof Repair.pdf**  
44K





## Danielson Pond Dam Information

Due to deteriorating conditions of the Danielson Pond Dam, the Town has been working with Pare Corporation to assess the dam and evaluate the Town's options regarding the Dam. Please see below for reports and information about the dam compiled by Pare Corporation.

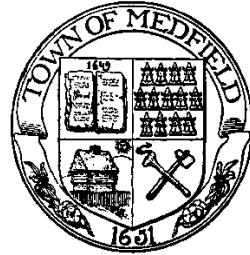
In Spring 2021, the Town applied for a grant from the Commonwealth of Massachusetts to fund further study and engineering of a repair for the dam, but was not awarded grant funding.

January 2022 update: Pare has completed a conceptual design report that shows different options for repairing or removing the dam. [The report can be viewed by clicking here](#). The Town is planning to apply for a grant to complete design on a project at the dam from the [Massachusetts Dam and Seawall Repair or Removal program](#). Grant applications are due on February 3.

### Danielson Pond Dam Documents

- [Pare - Phase 1 Inspection - Evaluation Report - 2020-06-30](#)
- [Pare - Follow Up Inspection - July 2021](#)
- [Pare - Follow Up Inspection - December 2020](#)
- [Pare - Follow Up Inspection - February 2020](#)
- [Pare - Follow Up Inspection - August 2019](#)
- [Pare - Danielson Pond Dam Inundation Map](#)
- [Pare - Hazard Potential Classification Review 2020-02-21](#)
- [Pare Proposal - Danielson Evaluations and Conceptual Design - 2020-10-26](#)
- [Danielson Pond Dam - Certificate of Non-Compliance and Dam Safety Order](#)
- [Pare - Conceptual Design Report - Danielson Mill Dam](#)

# Memorandum



To: Board of Selectmen  
From: Kristine Trierweiler, Town Administrator  
Date: September 24, 2021  
Re: Danielson Pond Dam Information

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We have posted information and reports about Danielson Pond Dam to the Conservation Commission's website and it may be accessed directly at this link:  
<https://www.town.medfield.net/2006/Danielson-Pond-Dam-Information>

Danielson Pond Dam is classified as a small size, Class II (significant) hazard potential structure due to its potential risk to Spring Street (Route 27) if the dam were to fail.

The Town was issued a Certificate of Non-Compliance and Dam Safety Order from the Department of Conservation and Recreation Office of Dam Safety in February 2018 due findings of 2014 and 2017 inspections which found the dam to be structurally deficient and in poor condition.

- Link:  
<https://www.town.medfield.net/DocumentCenter/View/5447/Danielson-Pond-Dam---Certificate-of-Non-Compliance-and-Dam-Safety-Order>

As required for Significant hazard potential dams, an Emergency Action Plan (EAP) was prepared for the dam. The EAP, issued in December 2020, is a combined EAP for both the Danielson Pond Dam and Kingsbury Pond Dam.

2019 Annual Town Meeting: Town Meeting approved an appropriation of \$90,000 for Danielson Pond Dam projects, \$60,000 was funded from the Town's budget and \$30,000 was funded from the Medfield Conservation Trust Fund.

February 2020: The Town requested that Pare Corporation review the dam's classification to confirm that it is a Class II (significant) hazard potential structure and assess whether an overtopping would flow onto Homestead Drive or onto Spring Street. Pare completed this report in February 2020 and confirmed the classification based on the risk that an overtopping of the dam would flood Spring Street (Route 27).

- Link:  
<https://www.town.medfield.net/DocumentCenter/View/5366/Pare---Hazard-Potential-Classification-Review-2020-02-21>

June 2020: Pare completed the Town's required Phase 1 Inspection / Evaluation, which is required every five years because of Danielson Pond Dam's classification as a significant hazard

dam. This report provided recommendations regarding maintenance, potential minor repairs, and remedial modifications to improve the dam. The report estimated the cost of completing these tasks as between \$644,000 and \$1,385,000.

- Link:

<https://www.town.medfield.net/DocumentCenter/View/5367/Pare---Phase-1-Inspection---Evaluation-Report---2020-06-30>

December 2020: Pare completed a follow-up inspection of the dam on December 3, 2020. On November 30, 2020 a high-water event crested overtopped the spillway training walls; complete overtopping of the embankment did not occur. However, the training wall overtopping resulted in extensive damage to the embankment adjacent to the spillway. In response to the overtopping, DPW took action to relieve pressure by removing spillway stoplogs and installing temporary polyethylene sheeting. As part of the inspection report, Pare recommended that the Town continue to lower the water below where any leakage is flowing and maintain the drawdown until the repair/stabilization is complete.

- Link:

<https://www.town.medfield.net/DocumentCenter/View/5363/Pare---Follow-Up-Inspection---December-2020>

January 2021: The Board of Selectmen approved a contract with Pare to further study the dam and develop potential repair options for the Town. Pare has completed much of the study and is currently drafting the report.

- Link:

<https://www.town.medfield.net/DocumentCenter/View/5368/Pare-Proposal---Danielson-Evaluations-and-Conceptual-Design---2020-10-26>

February 2021: The Town submitted a grant to the Dam and Seawall Repair or Removal program to fund design and engineering costs. The grant application was not successful, but the Town will consider reapplying when the program reopens, expected in late 2021 or early 2022.

April 2021: Medfield DPW employees performed repairs to the dam. After the repair was complete, DPW replaced stop logs to allow the water level of the dam to rise, but at a slightly reduced height to observe how the repairs held up and ensure no issues returned. DPW has also been proactively lowering the pond ahead of anticipated precipitation events to minimize risks to the dam repairs.

July 2021: Pare completed a follow up inspection in July and noted that the damage identified in December had been repaired and that there were no apparent signs of continued subsidence in the damaged areas.

- Link:

<https://www.town.medfield.net/DocumentCenter/View/5365/Pare---Follow-Up-Inspection---July-2021>

September 2021: Medfield DPW and the Assistant Town Administrator met with Pare onsite to discuss the status of the dam and for an update on the Evaluations and Conceptual Design Report. Pare made the following recommendations:

- The Town should continue to monitor the weather and lower the pond in anticipation of precipitation events.
- During Fall and Winter, the Town should lower the pond below where the seepage issues occurred
- The Town should observe the dam in the Spring before increasing the level of the pond

Next steps: Pare expects to complete the Evaluations and Conceptual Design report in Fall 2021 for review by the Town.

Link to view photos during DPW repair projects and the September 2021 visit with Pare:

<https://www.town.medfield.net/DocumentCenter/View/5450/Town-photos---repair-and-site-visit>



1/21/2022

Dear Massachusetts Congressional Delegation,

We are so grateful for the work you do every day on behalf of our communities and on behalf of our nation. We are particularly grateful for your aggressive stance on getting the US Treasury Department to amend their rules regarding allowing a blanket \$10 million revenue loss replacement figure. This has made internal accounting and tracking of these funds much easier. It also corrects many issues which are unique to municipalities in the Commonwealth and allows cities and towns to fully benefit from the American Rescue Plan Act.

However, it is important to bring to your attention that there is an unintended wrinkle in the final regulations that requires some immediate reconsideration. We think this can be addressed by providing a simple revision or perhaps interpretation to Treasury's final rule. As you may be aware, Norfolk County has agreed to transfer 100% of its APRA monies to its communities as the County provides no critical services to localities. We have been advised that based on Treasury's final rule regarding transfers to other governmental units, Norfolk County, which is receiving approximately \$137 million in ARPA funds that they, as one entity, is subject to the same \$10 million revenue replacement rule for all of the County's 28 Cities and Towns combined. This interpretation means that the \$10 Million dollar revenue loss option would have to be parsed by all of eligible communities that would like to use this new option for utilizing the ARPA funds. This would unintentionally but significantly hamstring many of the communities in Norfolk County who view this new revenue loss option as being one of the best methods for utilizing the funds. As you are aware, counties in Massachusetts provide a very limited number of services to municipalities in contrast to their counterparts in other parts of the country. For the most part, cities and towns in Massachusetts are responsible for providing the vast majority of local services to their residents; including school departments which are fully integrated into our municipal taxing structure. The uniqueness of the "home rule" nature of Massachusetts requires adjustments to the formula for distributing funds in instances like these.

To better understand our concern let's use three communities in Norfolk County as an example. Each of the communities below have projected revenue losses *arrived at by utilizing* Treasury's formula. As you can see below that even after using 100% of their local allocation of ARPA funds for revenue replacement, there is still a need to draw funds allocated by Norfolk County to help balance those losses. These are the actual numbers and proposals from these three communities:

Community	Direct ARPA funding (local NEU amount)	Norfolk County Transfer*	Total Calculated Revenue Loss	Amount needed from County allocation
<b>Foxboro</b>	1,925,000	3,573,000	4,800,000	2,875,000
<b>Medfield</b>	1,300,000	2,440,000	3,100,000	1,100,000
<b>Norwood</b>	3,111,000	5,773,000	4,300,000	1,200,000

\* Norfolk County is requiring administrative overhead to operate their ARPA funds to get those funds to cities and towns. This is money which otherwise would have been available as direct aide to communities if not for the County government structure in Massachusetts. Moreover, the disincorporated counties in Massachusetts would not be subject to limitations being applied to the remaining incorporated counties that still exist in the Commonwealth.

As you can see, just these three communities would need \$5,175,000 or more than half of what Norfolk County could allocate as part of the \$10 Million dollar revenue loss waiver. We collectively are working internally with our counterparts in the remaining 22 communities (3 of the communities do not qualify for this waiver) to see what funds can be rearranged to be allocated to other enabling spending categories to see what could be done if the current ruling remains in place. At this point while we are waiting on a full accounting of what Towns in Norfolk County are anticipating using the revenue loss waiver at the County level as a basis to spend their County ARPA funds we already know of *more than \$10 million* in requests from Norfolk County communities. We have spoken with our colleagues in other counties who are facing the same challenge.

As you can see from the example above if all of the remaining 22 communities seek to use the revenue loss option for their County funds, they could potentially be locked out of the use of millions of dollars of ARPA aid. Again, we all believe that this was not the intention of the aid package. Furthermore, while we were just made aware of this wrinkle in Norfolk County on January 19, this same conundrum applies to communities in Bristol, Plymouth, and Barnstable Counties.

Our specific request is that you engage with the Treasury Department on our behalf to swiftly reach either an amendment to the final rule or achieve some clarification from Treasury that an entity of local government (in this case Norfolk County) is able to transfer funds to another unit of local government, without adversely affecting their local \$10 Million revenue replacement waiver. We believe that the \$10 million revenue loss rule should be applied to each community inclusive of funds received from another entity. Alternatively we think a clarification allowing the County to have a more substantial \$10 million baseline if sub-recipient cities and Towns can identify this loss to the distributing county.

We realize this is a fast-moving, complex matter that comes on the heels of a great success achieved by our delegation. However we believe that the true intention of this victory cannot be achieved without this remaining adjustment. We all know and appreciate that no one has the intention of potentially locking out of the millions of dollars of aid that was intended for our communities that was earmarked to assist the nation's communities who lost substantial revenues during an unprecedented pandemic.

Thank you for your consideration. Please feel free to contact any of us at your earliest convenience. We would be more than happy to speak with any member of the delegation or members of your staff regarding this pressing matter. We are also willing to arrange a group meeting to help further explain the impacts we are facing by this unintended limit in Treasury's final rule.

Thank you again for your dedication to our communities and to our nation,

Tony Mazzucco, General Manager, Norwood  
Kristine Trierweiler, Town Administrator, Medfield  
William Keegan, Town Manager, Foxborough

On behalf of the Norfolk County Municipal Managers Association

Contact information:

Tony Mazzucco, General Manager, Norwood

[tmazzucco@norwoodma.gov](mailto:tmazzucco@norwoodma.gov)

781-603-4668

566 Washington Street

Norwood, MA 02062

Kristine Trierweiler, Town Administrator, Medfield

[Ktrierweiler@medfield.net](mailto:Ktrierweiler@medfield.net)

508-906-3011

459 Main Street

Medfield, MA 02052

William Keegan, Town Manager, Foxborough

[bkeegan@town.foxborough.ma.us](mailto:bkeegan@town.foxborough.ma.us) 781-603-9632

40 South Street

Foxborough, MA 02035

CC:

Congressional offices-local and DC

Governor Charlie Baker

Lieutenant Governor Karyn Polito

State delegation offices

Informational

To : N. Milano  
From: W. Massaro  
Subj : Comments/Questions -- Medfield Municipal Aggregation Plan

A. Good Energy 1/27/2021 Presentation to the BoS

1. Page 6—Supply Product Offerings— Automatic Enrollment is Medfield Standard:

- If their current electric bills for Eversource Residential Basic prices are the baseline against which most Medfield residents are likely to weigh whether continuing or opting out of the Medfield Aggregation program, why isn't Medfield Basic the Automatic/Default Supply product?

**Response:** *The Medfield Standard product aims to provide electricity that is both cleaner and cheaper than Eversource Basic Service (recognizing that savings cannot be guaranteed). As a result, the Plan sets Medfield Standard as the default product so that the majority of Medfield residents will be provided both of these benefits automatically.*

*Many of Medfield's neighboring communities have a default product structured similarly as Medfield Standard, including Millis, Westwood, Natick, and Dedham.*

*The Plan offers a Medfield Basic option for those that do not want more renewable energy and want only the lowest price possible in the program. It also offers two options with 50% or 100% renewable energy for those that are interested.*

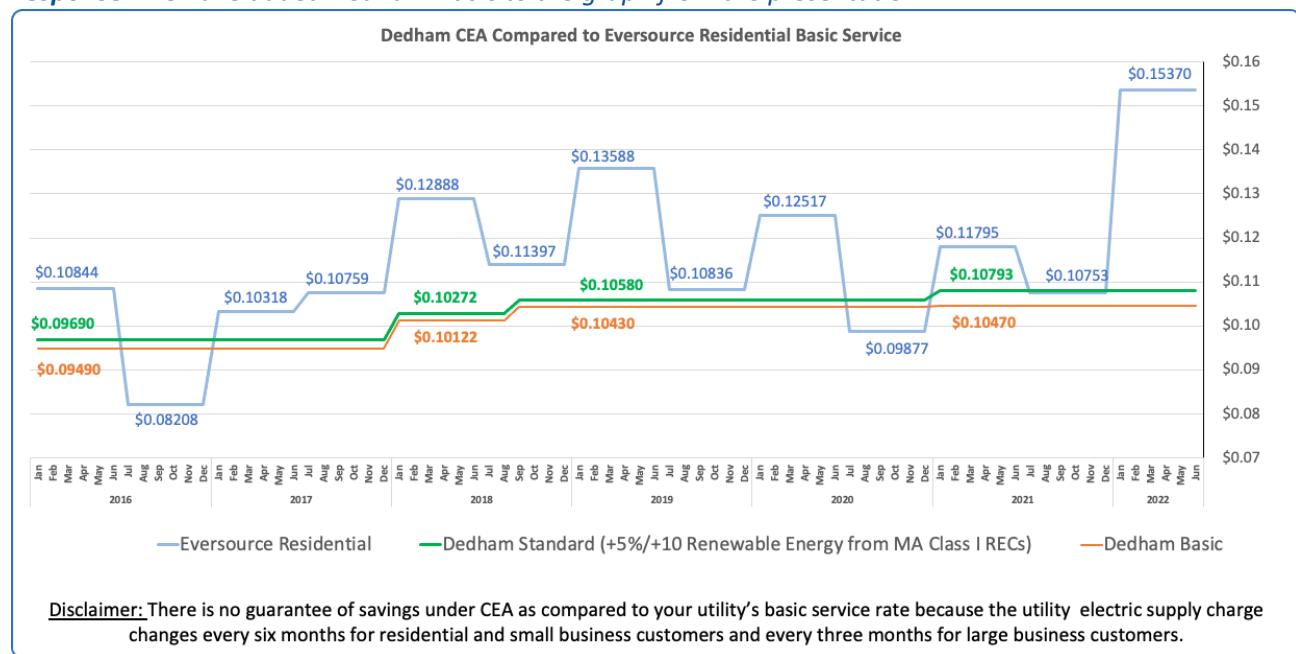
2. Page 7---Dedham Standard Aggregation Pricing Comparison to Eversource Residential Basic :

- Why aren't Dedham's Basic Aggregated historic prices what is being compared to Eversource?

**Response:** *The presentation compared the Dedham Standard product to Eversource, because the Dedham Standard product is the default for automatic enrollment in Dedham.*

- What is the comparison of Eversource Residential to Dedham Basic?

**Response:** *We have added Dedham Basic to the graph from the presentation:*



- By Product Offered-- what was the initial number of Dedham eligible enrollments, and what is the current enrollment?

**Response:** Enrollment numbers below. Note: We expect Dedham Standard (the default for automatic enrollment) numbers to meet or exceed initial enrollment as of February 2022 due to the enrollment of new accounts that have moved into town. Dedham has not done much promotion of its optional products, but Medfield expects to work with the consultant, Good Energy, to do on-going awareness campaigns to promote participation in those options.

	<i>Initial Enrollment (Jan 2016)</i>	<i>Current Enrollment (Dec 2021)</i>
<i>Dedham Standard/Local Green (for automatic enrollment)</i>	8,156	7,207
<i>Dedham Basic</i>	0	62
<i>Dedham Local 50</i>	0	6
<i>Dedham Local 100</i>	0	18

- Comparisons are for Electric Supply only and do not include Eversource's ever-increasing Delivery charges (56% of my current total bill) including Customer Charge, Revenue Decoupling, Distributed Solar Charge, Renewable Energy Charge, and Energy Efficiency. Will all of these same charges be part of the new Delivery bill from Eversource?

**Response:** Delivery charges **will not be affected at all** by the Medfield Community Electricity program. So yes, Delivery charges will remain the same.

- Assuming Eversource is currently generating profits from their Supply role, why won't loss to the Aggregation Competitive Supplier result in Eversource Delivery price increases?

**Response:** Massachusetts deregulated its electricity sector over 20 years ago, and the process prohibited the distribution utilities (e.g. Eversource) from making a profit off of the Supply of electricity. As a result, Supply is a pass-through cost for Eversource, and changing supplier should make no difference to their profit. Eversource makes their profit off of the Delivery charges, and Eversource cannot change Delivery charges without approval by the state's Department of Public Utilities.

## B. Municipal Aggregation Plan-Draft for Public Review

### 1. DPU Exhibit 1 p.1 of 16:

- Once the Program is operational, I understand that participants retain the right to opt-out and the right to change among the optional products, but are there restrictions on when or how often, e.g. a minimum number of metering periods—before changes can be made?

**Response:** Billing changes take effect each meter read, so which occur roughly once per month. There is no other restriction on how often or when a participant can make a change.

### 2. DPU Exhibit 1 p.2 of 16:

- a. Signed Agreement with Town's aggregation consultant -- Term & Fee

The Term of the Consultant's effort is described as being dependent on the length (e.g. 12-48

Months) of the to-be-awarded Supplier's Electric Services Agreement (ESA) contract; and the Consultant's Fee is to be covered by the ESA's stipulation that the Supplier is to pay a \$0.001 per kWh commission that will be included in the price to Eligible Customers.

- Are there any additional Town scope or fee obligations with Global Energy?

**Response:** *No, there are no other fees or charges to the Town from the consultant, Good Energy.*

b. Submission of Final Plan to DPU:

- What is "universal access"?

**Response:** *Universal access is defined in Section V.A of Exhibit 1. In broad terms, "universal access" means that the program must allow any electricity customer in the Town access to the program if they desire. Said another way, the program cannot prohibit any electricity customers from participating.*

3. DPU Exhibit 1 p.3 of 16 Product Options:

- Why is "may" used to describe the products, number of options and time-varying/non-time-varying price choices, when the rest of the public review package specifically identifies 4 products, 4 options, and states all are non-time-varying?

**Response:** *The Product Options section first describes the range of product types that the program could offer, and then it describes the four specific products within that range that it intends to offer at program launch. The rest of the package uses these four specific products when showing examples of education and outreach, because they apply to the initial launch period.*

*Regarding time-varying rates, the Town is reserving this as a possibility for optional products for the following reasons: we know that the utility, Eversource, has a plan to upgrade metering infrastructure over the next five years that could enable time-varying rates. This metering technology will not be in place at launch, but the Town may want to introduce a time-varying rate as an optional product if and when that technology becomes available.*

4. DPU Exhibit 1

- a. p.4 of 16 Organizational Structure- BoS or "Designee(s)" authorized to enter ESA
- b. p.5 of 16 Buying Group –"designee(s)" is representative of BoS on Executive Committee
  - "designee(s)" shall select Competitive Supplier
  - Issue an RFP -- Town or "designee(s)" shall issue RFP
- c. p.6 of 16 Issue an RFP -- BoS or "designee(s)" determine appropriate amount of REC's
  - "designee" authorized prior to bid receipt to select & enter into ESA

- Who are the potential BoS "designee(s)"?

(Note: The only Aggregation Consultant role specifically called out in the RFP description is to assist designee(s) in evaluating bid results.)

- What are the required designee qualifications and what are the criteria to make, an "appropriate" REC determination?
- Why is authorization of designee to make selection of supplier and authorization to enter? Into the ESA required before bids are received?

**Response:** The designee will be made as a decision of the Select Board. Typically, municipalities have designated a Town staff member, such as Town Administrator, or a member of the Select Board. A good designee is familiar with municipal aggregation and has been involved in the development and design of the program with the consultant. Authorization enables efficient selection (or rejection) of an electricity supply bid. Efficiency is important because the electricity market is volatile and the longer a supplier is required to 'hold' a bid price, the more risk premium they are likely to add into the cost. As a result, this process is intended to help the Program secure the lowest price possible (recognizing that savings cannot be guaranteed). Further, we want to stress that as part of selecting the designee(s), the Select Board will identify parameters for what would constitute a bid that could be accepted. Typically, this includes a price for the Standard/Default that is lower than the current utility Basic Service rate and a minimum amount of additional renewable energy (again, recognizing that savings cannot be guaranteed).

*Note: our frequent use of the disclaimer "savings cannot be guaranteed" is a requirement of the DPU any time price, competitive rates, stability or similar is used.*

#### 5. DPU Exhibit 1 p.5 of 16 IV.b. Operations

*"Allow customers to exit program at any time with no charge."*

Throughout the review package, opting - out after enrollment incurs charges for the entire metering period in which the opt-out was made.

- Shouldn't the statement say ...with no "penalty"? (See Exhibit 1-Att.A-6 p. 5of8 bullet 1)

**Response:** Thank you. The terms are used interchangeably. There is never any charge or penalty for leaving the program. Of course, there is a cost for any electricity used in the program up until the point that you leave.

*Note: There is also a statement in Exhibit A (p.40 of 43) that says "free to opt out ...provide five (5) days' notice".*

- Does this mean charges would also be due for the entire subsequent metering period if notice was given less than five days before the close of the current period?
- Does this stipulation for five-day in advance metering period end apply to option changes?

**Response:** The 5 days reflects the operational time needed for the utility, which manages all billing, to process the request and update it in their billing system. As a result, requests submitted less than five days before the customer's next meter read cannot be guaranteed to be processed before the meter read.

#### 6. DPU Exhibit 1 Attachment A p.6 of 9 Pricing Table

- Why is Standard the initial enrollment scenario for Eligible Customers?  
(See also A.1.( a.) above)

**Response:** Please see response to Question A.1. as to why Medfield Standard was chosen for automatic enrollment.

- For opt-back-ins, where are the "Market Conditions" established?

**Response:** First, we want to clarify that the ability for the supplier to offer market-prices (as opposed to offering the contracted program prices from the ESA) is important to protect the supplier and other program participants from the impacts of individuals or businesses that may decide to flip in and out of the program.

*At the time of the request to join, the supplier will develop a price based on its cost to serve the customer, which will include the then-current market conditions. The market-price will be fixed for the remainder of the Electric Supply Agreement (ESA). If the Town enters into a new ESA, any participants on a market-price will be transitioned to the program price under the new ESA. We will be adding language to clarify this to the Plan.*

7. DPU Exhibit 1 Attachment A-2 p.1 of 2

- Why is Standard the default enrollment scenario?  
(See also A.1. (a.) and B.6 above)

**Response:** Please see response to Question A.1. as to why Medfield Standard was chosen for automatic enrollment.

8. DPU Exhibit 1:

Attachment A-6 p. 8 of 8

Attachment B-1 p. 1 of 2

- Same Questions: Why Standard product?

**Response:** Please see response to Question A.1. as to why Medfield Standard was chosen for automatic enrollment.

9. DPU Exhibit 2 –Recitals p. 1 of 43

- What is “All-Requirements Power Supply”?

**Response:** “All-requirements power supply” is essentially all of the various components required to create a retail electricity offering. It is defined on page 2 of Exhibit 2 as “All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Customers at the Point of Sale. This supply service also includes any costs associated with meeting “Renewable Portfolio Standards” at the levels required by applicable law throughout the term of the Agreement.”

10. DPU Exhibit 2 --Customer Data from Local Distributor to Competitive Supplier:

- a. p.8 of 43 -- Ownership and Use—“Addresses, telephone no.’s or other identifying information”
- b. p.12 of 43 – Enrollment—“service & billing addresses and any other necessary information...”
- c. p.14 of 43-- Upon ESA Termination—“...right to collect all monies due ...for all services rendered”.
- d. p.24 of 43 -- Customer-Related Data—“maintains customer –related data in electronic form...”
- e. p.30 of 43 -- Confidentiality (a.) “*Participating Customers...billing and payment information.*”

- What is the “Other” info the Local Distributor will be providing to the Competitive Supplier?
- Will on-line payers’ bank routing & account numbers be provided to ESA Competitive Supplier ?

**Response:** *No, this will not include any routing or bank account numbers. ‘Other data’ will include data such as a customer name key, which is a four character code needed to enable enrollment, as well as meter read date and service class. It will also contain historical electricity usage information necessary for supplier bidding.*