

WESTERN MASSACHUSETTS

TERMS AND CONDITIONS – GREEN OPTIONS SUPPLIERS

1. Applicability

- 1A. The following Terms and Conditions for Western Massachusetts Green Options Suppliers (“WGO Terms and Conditions”) shall apply to every licensed Western Massachusetts Green Options Supplier (“WGO Supplier”).
- 1B. The Terms and Conditions for Distribution Service (“Distribution Terms and Conditions”) of NSTAR Electric Company d/b/a Eversource Energy, as approved by the Massachusetts Department of Public Utilities (“M.D.P.U.”) and as may be amended from time to time shall also apply to the service rendered hereunder and such Distribution Terms and Conditions are incorporated by reference herein.
- 1C. These WGO Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in M.D.P.U. regulations and Massachusetts law. In case of conflict between these WGO Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern.
- 1D. No agent or employee of the Company is authorized to modify any provision contained in these WGO Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any modification to these WGO Terms and Conditions or any promise to a customer or WGO Supplier shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection during normal business hours at the business offices of the Company.

2. Definitions

“Act” shall mean Section 86 of Chapter 169 of the Acts of 2008.

“Basic Service” shall be the service provided by the Distribution Company to a Customer who is not receiving Generation Service from a Competitive Supplier in accordance with the provisions set forth in the Company’s Basic Service tariff.

“Business Day” shall mean a day for which commercial banks are open for business in Massachusetts.

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"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Delivery Service at a Customer Delivery Point, is not currently delinquent on any payments owed to the Company and is eligible to receive WGO service as a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Distribution Company" or "Company" shall mean NSTAR Electric Company d/b/a Eversource Energy.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

"Enrollment Period" shall mean, for a particular Customer, the period of time during which a WGO Supplier may submit an enrollment transaction to a Distribution Company for initiation of WGO Service concurrent with the start of the Customer's next billing cycle. The Enrollment Period commences two business days prior to the Customer's scheduled cycle meter-read date and ends two business days prior to the Customer's next scheduled cycle meter-read date.

"Generation Service Terms and Conditions" shall mean the Company's Western Massachusetts Terms and Conditions for Competitive Suppliers as approved by the M.D.P.U.

"ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.

"M.D.P.U." or "Department" shall mean the Massachusetts Department of Public Utilities.

"NEPOOL" shall mean the New England Power Pool and its successors.

"REC" or "Renewable Energy Certificate" shall mean a certificate conveying all of the renewable and environmental attributes of one megawatt-hour ("MWh") of renewable electric generation.

"RPS" shall mean the Massachusetts Renewable Energy Portfolio Standard, codified at 225 C.M.R. §14.00 and 225 C.M.R. §15.00 as established and administered by the Department of Energy Resources pursuant to M.G.L. c. 25A, §11F, as may be amended from time to time.

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“Service Agreement” shall mean the WGO Supplier Service Agreement which is hereby incorporated by reference into these WGO Terms and Conditions.

“WGO Load” shall mean the monthly total for each WGO option (50% or 100%) for which the WGO Supplier will need to supply RECs. This monthly total shall be based on the individual contributions of each WGO customer served by the WGO Supplier and billed during a calendar month. The individual customer contributions will be based on the customer’s billed consumption as determined at the customer meter.

“WGO Program Start Date” shall have the meaning set forth in Section III of the WGO Supplier Service Agreement.

“WGO Service” shall mean a service to provide renewable energy certificates in excess of those required by the renewable portfolio standards provided in the RPS, as such standards may be amended from time to time and in accordance with the Decisions of the M.D.P.U. in D.P.U. 08-54 and the WGO Terms and Conditions.

“WGO Supplier” shall mean an entity licensed by the M.D.P.U to provide REC offerings to customers.

"WGO Terms and Conditions" shall mean these Terms and Conditions for WGO Suppliers.

3. Obligations of Parties

3A. Customer

The Customer shall:

- (1) Provide notification to the Distribution Company requesting protection from unwanted solicitation from WGO Suppliers, if so desired;
- (2) Select no more than one WGO Supplier for each Customer account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Distribution Company (1) determining the WGO Load quantities, and (2) providing billing services;
- (3) Provide the selected WGO Supplier with the information necessary to allow the WGO Supplier to initiate WGO Service, in accordance with Section 4B, below; and

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President

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- (4) Provide authorization for release of historical electric usage to a WGO Supplier in a manner consistent with applicable Massachusetts regulations and requirements for administration of the WGO Terms and Conditions, as determined by the M.D.P.U.

3B. Distribution Company

The Company shall:

- (1) Release customer information (name, address, rate class and if available, telephone number) to WGO Suppliers unless the customer has requested protection from unwanted solicitation;
- (2) Provide customer service and support for Delivery Service;
- (3) Respond to service interruptions or power quality problems;
- (4) Handle service connection and service termination; i.e. physically connect or disconnect the meter;
- (5) Read meters;
- (6) Submit bills to Customers reflecting WGO Supplier charges;
- (7) Address billing inquiries and general questions about Delivery Service;
- (8) Process the electronic business transactions submitted by WGO Suppliers, and send the necessary electronic business transactions to WGO Suppliers, in accordance with Section 4, below;
- (9) Print twelve months of historic usage data on customers' bills, in addition to the usage data for the current billing period.

3C. WGO Supplier

The WGO Supplier shall:

- (1) Be licensed by the Department pursuant to 220 C.M.R. § 11.05 and meet any other applicable registration and licensing requirements established by law or regulation;

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- (2) Offer WGO Service to Customers;
- (3) Contract directly with Customers who choose to purchase WGO Service from WGO Supplier;
- (4) Purchase RECs at such times and in such quantities sufficient to meet the commitments outlined in these WGO Terms and Conditions and the Service Agreement with respect to Customers who receive WGO Service from the WGO Supplier;
- (5) Complete testing of the electronic transactions required to facilitate WGO Service. Such testing shall be in accordance with the rules and procedures set forth by the Company and as outlined in the Electronic Business Transaction Working Group Report on file with the M.D.P.U.;
- (6) Enter into and comply with the provisions of the Service Agreement with the Distribution Company. The Service Agreement must be fully executed prior to the offering of WGO Service to any Customer in the Company's service territory and prior to the marketing of WGO Service to any Customer in the Company's service territory;
- (7) Obtain the necessary authorization from each Customer prior to initiating WGO Service to the Customer;
- (8) Respond to Customer questions related to WGO Supplier's obligation under these WGO Terms and Conditions, the Service Agreement and any related agreements;
- (9) Not require Customers to participate in WGO Service for a fixed term or length of time or to purchase a minimum number of RECs. Upon termination of WGO Service by either Customer or WGO Supplier, WGO Supplier may not assess a termination fee or any other penalty to such Customer;
- (10) Not require Customers receiving WGO Service to post deposits with WGO Supplier or assess Customers any charges, fees or penalties beyond the charges for WGO Service reflected on the billings by the Company to the Customer for WGO Service; and

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4. Customer Usage Information to be Made Available to WGO Suppliers

The Company shall be required to provide twelve months of a Customer's historic usage data to a WGO Supplier, provided that the WGO Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3C.7, above. This information shall be provided in electronic form.

5. WGO Service Options: Initiation and Termination of WGO Service

5A. WGO Service Options

The WGO Supplier will be allowed to offer all Customers two product options of WGO Service, (a) the purchase of RECs equal to fifty percent (50%) of billed consumption, and (b) the purchase of RECs equal to one hundred percent (100%) of billed consumption. Charges will be calculated using the price multiplied by the entire billed consumption. The price for the 50% should therefore reflect that it will be multiplied by the entire billed consumption.

5B. Initiation of WGO Service

To initiate WGO Service to a Customer, the WGO Supplier shall submit an "enroll customer" electronic transaction to the Company. The WGO Supplier shall not submit the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the WGO Supplier a "successful enrollment" transaction. WGO Service shall commence on the date of the Customer's next scheduled meter read, provided that the WGO Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the WGO Supplier has not submitted the enrollment transaction at least two days before the meter read date, WGO Service shall commence on the date of the Customer's subsequent scheduled meter read.

If more than one WGO Supplier submits an enrollment transaction for a given Customer during the same Enrollment Period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the Customer's next Enrollment Period.

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5C. Termination of WGO Service

To terminate WGO Service with a Customer, a WGO Supplier shall submit a "supplier drops customer" transaction. WGO Service shall terminate on the date of the customer's next scheduled meter read, provided that the WGO Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date. If the WGO Supplier has not submitted this transaction at least two days before the meter read date, WGO Service shall terminate on the date of the Customer's next subsequent scheduled meter read. The Distribution Company shall send a "confirm drop date" transaction to the WGO Supplier.

To terminate WGO Service with a WGO Supplier, a Customer shall so inform the Distribution Company or WGO Supplier. In the event that the Customer informs the Distribution Company directly, WGO Service shall terminate within two business days for residential customers; for other customers, WGO Service shall terminate on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the WGO Supplier. In the event that the Customer informs the WGO Supplier, the WGO Supplier shall send a "supplier drops customer" transaction to the Distribution Company within three business days. WGO Service shall terminate on the date indicated in the preceding paragraph for such transactions.

In those instances when a Customer who is receiving WGO Service from an existing WGO Supplier initiates such service with a new WGO Supplier, the Distribution Company shall send the existing WGO Supplier a "customer drops supplier" transaction.

5D. Customer Moves

In those instances when a Customer moves within a Distribution Company's service territory, the Company will transfer the WGO Supplier to the new location. The Company will send the WGO Supplier a "Customer Move" transaction.

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she does not wish to continue WGO Service with his/her existing WGO Supplier. Upon such notification, the Distribution Company shall send a "customer drops supplier" transaction to the WGO Supplier.

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing WGO Supplier must submit an "enroll customer" transaction to the new Distribution Company in order to initiate WGO Service.

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5E. Other Provisions

The Company and WGO Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions.

If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the WGO Supplier identifying the reason for the rejection.

6. Delivery Service Interruption

6A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice.

6B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. When appropriate, service restoration shall be accomplished in accordance with the Company's Emergency Response Plan as approved by the M.D.P.U.

6C. Disconnection of Service

The Distribution Company may disconnect Delivery Service to a Customer in accordance with the provisions set forth in the Distribution Terms and Conditions and 220 C.M.R. 25.00. The Company shall provide electronic notification, using the Customer Usage and Billing Information transaction, to the Customer's WGO Supplier of record, upon final billing to the Customer. Once disconnection occurs, the provision of WGO Service to the Customer shall no longer be the obligation of the WGO Supplier. The Company shall not be liable for any revenue losses to WGO Suppliers as a result of disconnection.

The Customer shall not be subject to disconnections of Distribution Service solely for the nonpayment of WGO Service.

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6D. Interruptible Load

In order to provide greater reliability within the service territory, the Distribution Company shall be entitled to offer interruptible rate options which could qualify for capacity credits at ISO-NE. The Company shall not be liable for any revenue losses to WGO Suppliers as a result of any interruptions.

7. Metering

7A. Meter Reading

The Company shall meter each Customer in accordance with tariff provisions and as outlined in the Distribution Terms and Conditions.

Each Customer shall be metered or its load estimated such that the WGO Loads can be quantified.

7B. Ownership of Metering Equipment

Should a Customer or WGO Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or WGO Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or WGO Supplier. The Company shall bill the Customer or WGO Supplier upon installation.

8. WGO Supplier Purchase Obligations; REC Deficiency

Each WGO Supplier shall be responsible for purchasing sufficient RECs to comply with its agreements with its Customers and the Company, and all applicable regulatory requirements.

8A. Disqualifications in the Event of REC Deficiency

If WGO Supplier commits a material breach of this Section 7 as determined by the M.D.P.U., such WGO Supplier shall be subject to any and all action taken by the M.D.P.U. with respect to such breach, including, but not limited to, loss of license of WGO Supplier to provide WGO Services,

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as determined by the M.D.P.U. In addition, WGO Supplier shall be in default of the Service Agreement, and the Company may take any and all action permitted under the Service Agreement including discontinuing Company's performance of its WGO Service obligations to the breaching WGO Supplier. The Company shall not be liable to the WGO Supplier for any revenue losses or other losses or damages suffered by the WGO Supplier as a result of the WGO Supplier's disqualification or the Company's discontinuance.

8B. Responsibilities for REC Deficiency

The Company shall not be responsible to the Customers, WGO Supplier or any other person or entity for any deficiency between the WGO Supplier's obligations to purchase RECs pursuant to the WGO Terms and Conditions or any other failure by WGO Supplier to perform its obligations pursuant to the Act, the WGO Terms and Conditions and the Service Agreement.

9. Billing

The Company shall provide a single bill reflecting unbundled charges for electric service, to Customers who receive WGO Service.

The Company shall use the kilowatt hour adder charges supplied by the WGO Supplier to calculate the REC portion of Customer bills, and integrate this billing with its own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the WGO Supplier.

Existing Company service fees, such as interest charges for unpaid balances and bad check charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Distribution Terms and Conditions, applicable to all Customers.

10. Company Payments to WGO Suppliers

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the WGO Supplier. This transaction will be for notification purposes only. Customer revenue due the WGO Supplier shall be transferred to the WGO Supplier in accordance with the Service Agreement.

If a Customer pays the Company less than the full amount billed, the Company shall first apply the payment to charges for Distribution Service and Generation Service pursuant to billing provisions

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of the Company's Distribution Terms and Conditions and Generation Service Terms and Conditions. The balance, if any, shall be paid to the WGO Supplier.

11. Liability

The Company shall have no liability under any transaction or arrangement by and or between Customers and WGO Suppliers.

The Company endeavors to furnish adequate and reliable service, but does not guarantee continuous service, and it shall not be liable for direct or consequential damages of any kind resulting from any stoppage, interruption, variation or diminution of service caused by the customer's or its supplier's acts or omissions, acts of the public enemy, a state of war, requirements of Federal, State or Municipal authorities, strikes, acts of God or the elements, accidents, operating conditions or contingencies or other causes.

When a part or parts of the interconnected generation, transmission or distribution systems may be threatened by a condition that may affect the integrity of the supply of electric service, or when a condition of actual or threatened shortage of available energy supplies and resources shall exist, the Company may, in its sole judgment, curtail, allocate, or interrupt such service to any customer, customers or electric supplier. Such curtailment, allocation or interruption shall, where possible or practicable, be in accordance with the terms and conditions of any applicable energy emergency or load curtailment plan which shall be on file with the M.D.P.U. or other appropriate state agency from time to time or adopted by energy dispatching and control centers in which the Company is a participant.

The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer's own expense.

The Company cannot be and is not responsible for any loss or damage (direct, indirect, or consequential) to any persons or property resulting in any way from any interruption of service or any change in characteristics of service, regardless of the cause of such interruption or change.

Service is delivered to the Customer at the point where the service connection maintained by the Company terminates. The Company shall not be liable for direct, indirect or consequential damages of any kind, whether resulting from injuries to persons or property or otherwise, arising out of or that may be traceable to trouble or defects in the apparatus, wiring, facilities or equipment

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or to any other cause occurring beyond the point where the service connection of the Company terminates. Liability, if any, for such damages shall be that of the Customer.

12. REC Offer Information

This section outlines information that shall be made available by the Company to inform residential and small commercial Customers in the Company's service territory of available REC supply options. The Program shall consist of the Company's communication of REC Offers and other information through the Company's website, mailings, and inserts in the Company's bills, each as described herein and in a manner approved by the M.D.P.U.

12A. WGO Supplier Obligations

1. A WGO Supplier may choose to have the Company provide customers with information on its current REC Offers. If it so chooses, the WGO Supplier shall comply with the provisions of this section. Nothing in this section shall prevent a WGO Supplier from making offers available to customers outside of the provisions of this section.
2. A WGO Supplier shall notify the Company in writing of its intent to have REC Offer information distributed and shall include in such notification the telephone number and email address of the WGO Supplier's customer service center and the WGO Supplier's website address.
3. For dissemination of the WGO Supplier's offer information on the Company's website a WGO Supplier shall notify the Company in writing electronically by the fifth day before the end of each month of the WGO Supplier's REC Offers that shall be effective on the first day of the following month. Such notification shall be required even if there is no change in the WGO Supplier's REC Offers from the prior month.
 - a. For dissemination of the WGO Supplier's offer information by bill insert, a WGO Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month.
 - b. The content of bill messages or bill inserts may be negotiated with the Company at the WGO Supplier's expense and are conditional based on bill space and envelope space.

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4. A WGO Supplier shall report its REC Offers to the Company pursuant to a format to be determined by the M.D.P.U.
5. A WGO Supplier shall respond to Customers' inquiries regarding the provision of RECs that the Customers receive through the WGO Supplier's REC Offers.
6. A WGO Supplier may withdraw from the Program at any time, but may not return to the Program until the first day of the next month following the date of the withdrawal; provided, however, that the WGO Supplier must comply with the advance notification requirement set forth in paragraph 3 above in order to participate in the Program during any given month.

12B. Company Obligations

1. The Company shall offer to residential and small commercial Customers the option to learn about their REC supply options when they contact the Company to: (a) initiate new utility service; (b) reinstate service following a change of residence or business location; (c) make an inquiry regarding their rates; or (d) seek information regarding energy efficiency.
2. The Company shall direct Customers expressing an interest in learning about their REC supply options (hereinafter "Interested Customers") to the Company's webpage containing information on the REC Offers available from WGO Suppliers, and contact information for each WGO Supplier, including the telephone number and e-mail address of the WGO Supplier's customer service center and a live link to the WGO Supplier's website address.
3. The Company shall mail to those Interested Customers who do not have web access a printed version of the information contained on the WGO Supplier webpage described above, by U.S. Mail, postage prepaid.
4. The Company may suspend the communications described above during periods of high call volume resulting from storm restoration or other emergency situations but must resume such communications when call volume subsides.
5. The Company shall maintain on its homepage a clear and obvious link to the webpage containing the WGO Supplier information.

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6. By November 1st of every year, the Company shall provide the WGO Suppliers with a list of the Bill Insert Months for the following calendar year. Three times per calendar year, the Company shall include in residential and small commercial Customer bills a printed version of the most current information contained on the WGO Supplier webpage described above.
7. Two times per calendar year, if space is available and during those months when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that REC supply offers are available, and provide the telephone number and website address for the webpage containing the WGO Supplier information.

13. Service Fees

The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of these WGO Terms and Conditions. Service charges shall be set forth in Appendix B to the Generation Service Terms and Conditions, as approved by the M.D.P.U.