

ATTACHMENT 1
TERMS OF SERVICE –FIXED RATE PLAN
Short Form Contract for Massachusetts Retail Access Customers

Constellation NewEnergy, Inc. (“Constellation”), license # CS-015, is pleased to supply electricity to your home or business, subject to the eligibility requirements of your local utility (“Utility”). Constellation is licensed by the Massachusetts Department of Public Utilities (“Department”) and has entered into a service agreement with Auburn (“Town”) and your Utility to provide this service to you. The Department does not regulate the price of electric power or other charges found in this contract.

1. **Constellation Services.** Constellation will supply electric power for your home or business. We are a retail marketer of electricity and not your local utility. With these Terms of Service you have received either a copy of your Opt-Out Period (as defined in Section 6) notification. These Terms of Service and your Opt-Out notification reflect your entire agreement (“Agreement”) with Constellation and supersede any oral or written statements made in connection with this Agreement or your electricity supply.
2. **Utility Services.** Your Utility will continue to send your bill, deliver your electricity, respond to service and emergency needs, and provide storm restoration services. Also, you are always entitled, whenever needed, to receive basic service from your Utility.
3. **Good Until Cancelled; Term.** The initial term of the Agreement will be 12 months (“Term”), beginning the next meter read date after the Utility process your enrollment. Your switch to us as your supplier of electric power may take up to 2 billing cycles to take effect.
4. **Fixed Price; Payments to Certain Third Parties.** Your Fixed Price will be as set forth in Exhibit A to the ESA for the Term. Your Fixed Price is guaranteed not to change during the Term. You are responsible for paying for all electric energy supplied up to the termination date of your Agreement. It may take up to two billing cycles for any switch from Constellation to take effect. Your bill will include a charge equal to the Fixed Price times the total kwhs consumed plus any associated distribution, tax, fee or other utility charges. You acknowledge and understand that we are making a payment to both Colonial Power Group Inc. (“CPG”) and the Town in connection with its efforts to facilitate our entering into this Agreement; and your price reflects the fee we are paying to CPG and the Town. CPG and the Town are acting on your behalf as your representatives and are not representatives or agents of ours. You should direct any questions regarding such fees to CPG and/or the Town.
5. **Notification of Changes.** We will send you a written notice at least thirty (30) days prior to the implementation of any changes in these Terms of Service, in which case such changes will become effective unless you notify us that you wish to terminate your Agreement.
6. **Cancellation; Opt-out Period. Under Massachusetts law, you have the right to rescind this Agreement for any reason, without charge or penalty by providing Constellation written notice of such rescission, until midnight on the third day after you have received copy of the Agreement.** In addition, you may opt-out of the Auburn Community Choice Power Supply Program at any time after your enrollment with Constellation (“Opt-out Period”) by notifying the Utility that you would like to return to Utility service. You must also notify us in writing or by calling our customer care center at 1-844-872-9963. Upon your termination of this Agreement during the Opt-out Period, we will return you to being supplied by the Utility at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Agreement through such meter read date. Any incentives we may offer in connection with you entering into this Agreement will be provided to you after the Opt-out Period has expired without you terminating our Agreement. This Agreement is subject to any future legislation, orders, rules, regulations or your Utility tariff or policy changes as set forth in Article 1.4 and Article 17 of the ESA.
7. **Billing and Payment.** Your Utility will send you a single bill covering both your Utility’s distribution and service charges as well as Constellation supply charges. Constellation’s charges are due when your Utility’s charges are due. Your price does not include applicable sales tax. If you are a business, then sales taxes are payable by you unless you furnish Constellation with proof of your exemption. We may terminate this service if a bill is not paid within forty-eight (48) days of receipt, or such longer time as may be permitted by 220 CMR 11.05(3)(c). If you are a commercial customer, then payments not received by the due date may accrue interest at 1.0% per month or the highest amount permissible under applicable law, whichever is less. If you have a question or concern about your bill, you may call our Customer Care Center M-F 24 hours a day, 7 days a week at 1-844-872-9963 or send a letter to Constellation NewEnergy, Inc., c/o Customer Care, P.O. Box 4911, Houston, TX 77210, or send an email to VST@Constellation.com. We will refer all complaints, written or verbal, to a staff member who will acknowledge them promptly and work out a mutually satisfactory resolution. If your question is not resolved, you have further rights as set forth in Article 9 and Article 12 of the ESA. Assistance with the resolution of billing disputes under this Agreement involving amounts over \$100 is available from the Massachusetts Department of Public Utilities (“Department”) and, through the Department, from the Massachusetts Office of Dispute Resolution, provided that the subject matter of such disputes is within the MDPU statutory and regulatory jurisdiction. Such assistance can be obtained by contacting the Department at (617) 305-3500.
8. **Service Complaints.** Call your Utility (National Grid at 1-800-465-1212).
9. **Emergency; IF YOU EXPERIENCE AN EMERGENCY YOU SHOULD IMMEDIATELY CALL YOUR UTILITY (NATIONAL GRID AT 1-800-465-1212) AND LOCAL EMERGENCY PERSONNEL.**



10. **Miscellaneous.** You authorize Constellation to release your customer information (including but not limited to) contact information, account information and electricity usage, to third parties that need to know such information in connection with this Agreement. In addition, you authorize us to release such information to the Town and to CPG (consultant hired by the Town). Constellation does not operate under collective bargaining agreements.

We thank you for the opportunity to serve as your authorized electric supplier under your Utility's Energy Choices Program.
Contact us Toll-Free with Questions: 1-844-872-9963