

## **Settlement Agreement**

Atlantic Energy MA, LCC (“Atlantic”) and the Delegated Commissioner of the Massachusetts Department of Public Utilities (the “Delegated Commissioner” and “Department”) hereby agree to the following Settlement Agreement (the “Settlement Agreement”) to resolve the Delegated Commissioner’s concerns regarding Atlantic’s alleged non-compliance with certain notification requirements imposed by the Department’s May 22, 2020 Order on Tier One Initiatives in docket D.P.U. 19-07-A (“Tier One Order”). Atlantic and the Delegated Commissioner are collectively referred to herein as the “Parties.”

### **Section I: Preamble**

- A. On July 20, 2016, the Department granted Atlantic an electric supplier license (License number CS-162).
- B. As a condition of maintaining its license, Atlantic must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00, et seq.
- C. On October 13, 2017, the Department approved Atlantic’s renewal application, granting Atlantic a license to serve residential customers.
- D. Under the Tier One Order, as of August 3, 2020 competitive suppliers are required to submit door-to-door notifications for each day a competitive supplier markets door-to-door at least two business days in advance of the day it markets.
- E. Based on Atlantic’s responses to the Department’s March 28, 2022 email, the Department alleged that Atlantic did not comply with the Department’s notification requirements while conducting door-to-door marketing from August 2020 – April 2022.
- F. In the interest of resolving the matter, the Parties conferred telephonically and through emails to discuss a resolution of the Department’s concerns regarding Atlantic’s compliance with the notification requirements under the Tier One Order.

WHEREAS, Atlantic has fully cooperated with the Department in addressing the Department’s concerns; and

WHEREAS, the Parties desire an equitable and expeditious resolution of the Department’s concerns; and

WHEREAS, the Parties have reached an Agreement to fully and satisfactorily resolve the Department’s concerns;

NOW THEREFORE, the Parties agree to the following Settlement Terms.

### **Section II: Settlement Terms**

1. The Settlement Agreement sets forth the full understanding and agreement of the Parties to resolve the alleged non-compliance by Atlantic.

2. The Settlement Agreement will become effective as of the latest date a Party signs the Settlement Agreement.
3. This Settlement Agreement sets forth the full understanding and agreement of the Parties as a full and final resolution of all alleged violations of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00, et seq., and the Tier One Order that are known or knowable to the Department as of July 1, 2022.
4. Atlantic has instituted new measures to ensure all required notifications are provided to the Department in a timely manner.
5. Atlantic agrees to donate \$24,750 to [Saheli, Inc](#), a utility assistance charity that the Attorney General's Residential Energy Assistance Grant program has funded, within thirty (30) days of the execution of this Settlement Agreement.
6. Atlantic will notify the Department's competitive supply team that it has remitted donation in accordance with paragraph 5 above within five (5) business days.
7. Nothing in this Settlement Agreement will affect Atlantic's license status or its ability or authorization to continue to provide electricity to residential and commercial customers in Massachusetts.
8. This Settlement Agreement is the product of settlement negotiations. The Parties agree that the content of those negotiations (including any workpapers or documents produced in connection with the negotiations) are confidential, that all offers of settlement are without prejudice to the position of any Party or participant presenting such offer or participating in such discussion, and, except to enforce rights related to this Settlement Agreement or defend against claims made under this Settlement Agreement, and that they will not use the content of said negotiations in any manner in this or any other matter involving one or more of the Parties, or otherwise.
9. The Parties agree that the Settlement Agreement represents a just and reasonable resolution, violates no regulatory principle or precedent, and it is the product of bargaining among knowledgeable and capable Parties in a cooperative process.
10. Except for purposes of enforcement of its terms, this Settlement Agreement shall not be cited as precedent in any future proceeding for or against either of the Parties.
11. The Parties agree to support the approval and validity of this Settlement Agreement if it is contested.

IN WITNESS THEREOF, Atlantic and the Delegated Commissioner set their hands and seals on the dates set forth below:

Atlantic Energy MA, LLC

By:  \_\_\_\_\_

Date: 8.8.22

Cecile M. Fraser, Delegated Commissioner, Massachusetts Department of Public Utilities  
By her attorney, Lauren Morris, Esq.

By: /s/ Lauren Morris

Date: August 8, 2022