

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into on this 10<sup>th</sup> day of April, 2023 (the "Effective Date"), by and between Harborside Energy of Massachusetts, LLC (hereinafter referred to as "Harborside") and the Delegated Commissioner of the Massachusetts Department of Public Utilities (hereafter referred to as the "Delegated Commissioner" and "Department," respectively) (together, Harborside and Delegated Commissioner are the "Parties").

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other valuable consideration, the Parties agree as follows:

1. Background
  - a. Harborside is an electric supplier authorized to serve retail customers in Massachusetts pursuant to License No. CS-125.
  - b. Harborside is required to comply with the rules, regulations, and orders of the Department.
  - c. Pursuant to the Order on Tier One Initiatives, D.P.U. 19-07-A at 19-30, 33-36 (2020) ("Tier One Order"), Harborside is required to submit notifications to the Department at least two days in advance of the day it markets door to door ("D2D Notifications") and notify the Department of the third-party door-to-door marketing vendors it employs ("Vendor Notifications").
  - d. The Delegated Commissioner alleges that Harborside did not submit the required D2D Notifications while it was engaged in door-to-door activity during calendar year 2022 and also did not provide the required Vendor Notifications (together, "Concerns").
  - e. Harborside neither admits nor denies that it violated any Department rules or requirements, including any related to the Tier One Order.
  
2. Settlement Reached
  - a. In the interest of avoiding a protracted investigation and expeditiously resolving the Concerns, the Parties enter into this Agreement.
  - b. Harborside worked cooperatively to address the Concerns and agrees to pay fifteen thousand, one hundred and fifty dollars (\$15,150.00) to a charity that is part of the Commonwealth of Massachusetts Attorney General's Residential Energy Assistance Grant program ("Settlement Payment"), as described in more detail below.
  - c. The terms of this Agreement fully and satisfactorily resolve the Concerns.
  - d. The Parties agree that this Agreement represents a just and reasonable resolution, violates no regulatory principle or precedent, and is the product of negotiation between knowledgeable and capable Parties in a cooperative process.

### 3. Settlement Terms

- a. This Agreement reflects a complete and final resolution of all alleged noncompliance with D2D Notification and Vendor Notification requirements from January 1, 2022, through the Effective Date.
- b. Harborside has instituted new measures to ensure that all required notifications are made in a timely manner.
- c. The Parties agree that the sum of fifteen thousand, one hundred and fifty dollars (\$15,150.00) shall be paid within thirty (30) days following execution of this Agreement, made payable to the Mental Health Association (Franklin and Hampden Counties), which is located at 995 Worthington Street, Springfield, MA 01109, has a website at [www.mhainc.org](http://www.mhainc.org) and phone number of (413) 734-5376 . Within five (5) days of submitting payment, Harborside shall notify the Department that it has done so.
- d. No Admission of Noncompliance. The Delegated Commissioner acknowledges that the Settlement Payment was agreed to as a compromise and final settlement of the Delegated Commissioner's Concerns and that payment of the Settlement Payment is not, and may not be construed as, an admission of noncompliance by Harborside or an admission that Harborside engaged in any noncompliant or unlawful activity.
  - i. This Settlement Agreement will not impact Harborside's license status or its ability or authorization to continue to provide electricity to residential and commercial customers in Massachusetts.
  - ii. 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.
- e. Confidentiality of Settlement Negotiations. The content of the negotiations leading up to settlement (including any work papers, email exchanges, and/or documents produced in connection with the negotiations) are confidential.

### 4. Miscellaneous

- a. Enforcement and Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without resort to that State's conflicts of law provisions or rules. Any action arising from or relating to this Agreement, including enforcement actions, shall be brought in the State of Massachusetts.
- b. Warranty of Authority. Each signatory to this Agreement expressly warrants to the other Party that he, she, or it has the authority to execute this Agreement on behalf of the Party. Each signatory agrees that he, she, or it will indemnify the other Party to this Agreement from any loss or damage resulting from a breach of this warranty of authority.
- c. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and is entered into by the Parties without reliance on any statement, representation, promise, inducement, or agreement not expressly contained herein. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged, and superseded. It is

expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a writing duly executed by all Parties. The recitals to this Agreement are incorporated into this Agreement by reference as if set forth fully herein.

- d. Construction. All Parties and their respective counsel or representatives have had an opportunity to review and revise this Agreement and agree that the normal rules of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Executed by the Parties, who warrant that they are authorized to do so, on the date reflected on the first page of this Agreement.

**Harborside Energy of Massachusetts, LLC**

**Cecile Fraser, Delegated Commissioner,  
Massachusetts Department of Public  
Utilities**

By: 

By: Lauren Morris

Printed Name: Michael Palmese

Printed Name: Lauren Morris

Title: President

Title: Hearing Officer

Date: 4/21/23

Date: April 21, 2023