



THE COMMONWEALTH OF MASSACHUSETTS  
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October 22, 2020

Mark D. Marini, Secretary  
Department of Public Utilities  
One South Station, 5<sup>th</sup> Floor  
Boston, MA 02110

**Re: Memorandum of Understanding Between DOER and AGO, D.P.U. 20-59**

Dear Secretary Marini:

Please find enclosed a memorandum of understanding (“MOU”) by and between the Department of Energy Resources and the Massachusetts Attorney General’s Office along with an explanatory statement about the MOU.

Sincerely,

*/s/ Elizabeth Mahony*

Elizabeth Mahony  
Assistant Attorney General

Encl.

cc: Sarah Spruce, Hearing Officer  
Service List



<b>Initiative/Program</b>	<b>Allocation of Funds</b>
Private Affordable Housing Energy Efficiency	\$1.5 million
Small Business Energy Efficiency and Heat Pumps	\$2.0 million
Public Affordable Housing Energy Efficiency	\$3.0 million
Energy Efficiency and Heat Pumps for Market Rate Residential Housing	\$3.5 million
Geothermal Microgrid Project	\$4.0 million
Municipal Clean or Efficient Energy	\$6.0 million
Removing Energy Efficiency Barriers and Increased Access to Efficient and Clean Energy for Low and Moderate Income Residential and Multi-Unit Housing	\$21.0 million
Total	\$41 million

The clean energy and energy efficiency grant programs listed above are intended to benefit customers residing in the City of Lawrence, the Town of Andover, and the Town of North Andover by significantly reducing energy usage, energy costs, and greenhouse gas emissions while improving resiliency. A majority of the Settlement Funds are intended to maximize benefits for low- and moderate-income customers by improving housing stock through barrier mitigation to enable energy efficiency and electrification, and leveraging existing funding available through Mass Save<sup>®</sup> and other statewide programs.<sup>3</sup> Municipalities and small businesses will benefit from similar goals with specified programming. Programs will be designed to utilize and develop the local workforce and delivered in a way that meets the language needs of participants.

The MOU sets out the administrative framework for the MOU Parties to implement the clean energy and energy efficiency programs contemplated by the Settlement Agreement. As the MOU explains, the MOU Parties will jointly determine program design and project selection, however, one MOU Party will take the lead in the contracting and administration of selected

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<sup>3</sup> Barrier mitigation may include but is not limited to roof repairs, electrical upgrades, knob and tube remediation, and asbestos removal.

projects. The MOU Parties will continue to work together to refine program details through the drafting of specific Work Plans and work to expeditiously release competitive procurements, identify or select projects, award grants, and initiate spending in the City of Lawrence, the Town of North Andover, and the Town of Andover.

In developing this MOU, and consistent with the obligations in Section 2.28.6 of the Settlement Agreement, the MOU Parties have consulted with relevant parties and stakeholders. The full list of stakeholders is provided in Attachment B to the MOU. Going forward, the MOU Parties will continue stakeholder involvement, including the establishment of the Merrimack Valley Renewal Fund Advisory Committee (“MVRFAC”), which will consist of local leaders, community group representatives, and be co-chaired by the MOU Parties. The MVRFAC will meet, at a minimum, quarterly to provide input and advice on existing and future Merrimack Valley Renewal Fund programs, policies, and procedures.

Thank you for your attention to this matter. The MOU Parties will continue to update this MOU filing when program Work Plans are completed. Should you have questions, please do not hesitate to contact us.

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENERGY RESOURCES**

**MAURA HEALEY, COMMONWEALTH OF  
MASSACHUSETTS ATTORNEY GENERAL**

/s/Robert Hoaglund II

/s/Elizabeth Mahony

By:

Robert H. Hoaglund II  
General Counsel  
Department of Energy Resources

By:

Elizabeth Mahony  
Assistant Attorney General  
Office of the Attorney General

**MEMORANDUM OF UNDERSTANDING**

**By and Between  
Massachusetts Department of Energy Resources  
and  
Massachusetts Attorney General's Office**

This Memorandum of Understanding (“MOU”), by and between The Massachusetts Department of Energy Resources (“DOER”), a state agency constituted under M.G.L. c.25A, and the Massachusetts Attorney General’s Office (“AGO”), as described in M.G.L. c.12, § 11E, (collectively “MOU Parties;” and individually an “MOU Party”) sets forth the terms by which the MOU Parties will administer the expenditure of \$41.0 Million (“Settlement Funds”), as provided for in the Settlement Agreement, which has been entered into by and among Bay State Gas Company d/b/a Columbia Gas of Massachusetts (“Bay State Gas”), and its holding company parent, NiSource Inc. (“NiSource”), Eversource Gas Company of Massachusetts (“EGMA”) and its holding company parent, Eversource Energy (“Eversource”), the AGO, the DOER, and the Low-Income Weatherization and Fuel Assistance Program Network (“Network”) (collectively, the “Settling Parties”) with regard to the proposed sale by NiSource and Bay State Gas, and the acquisition by Eversource, of the assets of Bay State Gas (“Settlement Agreement”). The Settlement Agreement was approved on October 7, 2020, by the Department of Public Utilities (“Department”) in D.P.U. Docket 20-59.

**WHEREAS** the MOU Parties wish to memorialize and confirm their respective obligations relating to the disbursement of the Settlement Funds, as further provided herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the MOU Parties agree as follows:

**I. PURPOSE**

- A. The purpose of this MOU is to memorialize and confirm the respective obligations of the MOU Parties with respect to the disbursement of the Settlement Funds, pursuant to the terms of the Settlement Agreement. The MOU Parties agree that pursuant to Sections 2.27 and 2.28 of the Settlement Agreement, the \$56.0 million

payment,<sup>1</sup> obtained from NiSource and held by Eversource, will be used to create the “Energy Relief Fund,” which is comprised of two components designated as: the “Merrimack Valley Renewal Fund” (*see*, Settlement Agreement, at § 2.28.3) and the “Arrearage Forgiveness Fund” (*see*, Settlement Agreement, at § 2.28.4).

- B. The Merrimack Valley Renewal Fund shall be jointly administered by the MOU Parties and shall receive \$41.0 Million.<sup>2</sup>
- C. The Arrearage Forgiveness Fund shall be funded by \$15.0 Million from the Energy Relief Fund plus additional funds from Bay State Gas, which will be disbursed during the November 2020 billing cycle by EGMA according to Section 2.28.4 of the Settlement Agreement.<sup>3</sup> EGMA shall have the sole responsibility of disbursing the Arrearage Forgiveness Fund to eligible customers. Pursuant to Section 2.28.5 of the Settlement Agreement, EGMA shall file a report with the Department, and the MOU Parties, no later than January 1, 2021, detailing the disposition of the Arrearage Forgiveness Fund. The MOU Parties shall include a summary of this EGMA Arrearage Forgiveness Fund report as part of the required annual reporting to the Department, in accordance with Section 2.28.2 of the Settlement Agreement.<sup>4</sup>
- D. The Merrimack Valley Renewal Fund shall target energy efficiency and clean energy measures for the benefit of residents, businesses, and municipal governments within the City of Lawrence, the Town of Andover, and the Town of North Andover. Program initiatives shall be designed and administered by the MOU Parties, with guidance and input from the Merrimack Valley Renewal Fund

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<sup>1</sup> The payment obtained from NiSource and held by Eversource is expected to be greater than \$56.0 million to account for Bay State Gas’ updated Arrearage Forgiveness Fund calculation.

<sup>2</sup> *See*, Section 2.28.4 of the Settlement Agreement regarding additional funds that may be added to the Merrimack Valley Renewal Fund.

<sup>3</sup> The closing funds from the sale of assets of Bay State Gas to EGMA, includes an additional \$800,000 from Bay State Gas to fully fund the Arrearage Forgiveness Fund. Should additional Arrearage Forgiveness Funds be necessary to complete the promised arrearage credits, such funds will be paid out by Bay State Gas and not from the Energy Relief Fund.

<sup>4</sup> The AGO will draft the EGMA Arrearage Forgiveness Fund summary report to be included in the MOU Parties’ first annual report, as provided further in Section IV below.

Advisory Committee (*see*, Section III.B. below), utilizing, among other things, existing state programs; requests for proposals; and directed grants.

E. The Merrimack Valley Renewal Fund shall be distributed to the following initiatives/programs<sup>5</sup> as set forth in the chart below:

<b>Initiative/Program</b>	<b>Allocation of Funds</b>
Private Affordable Housing Energy Efficiency	\$1.5 million
Small Business Energy Efficiency and Heat Pumps	\$2.0 million
Public Affordable Housing Energy Efficiency	\$3.0 million
Energy Efficiency and Heat Pumps for Market Rate Residential Housing	\$3.5 million
Geothermal Microgrid Project	\$4.0 million
Municipal Clean or Efficient Energy	\$6.0 million
Removing Energy Efficiency Barriers and Increased Access to Efficient and Clean Energy for Low and Moderate Income Residential and Multi-Unit Housing	\$21.0 million

**II. PROGRAM INITIATIVES**

A. General

1. The MOU Parties agree to collaboratively develop programs, utilizing the work plan form attached hereto as Attachment A (the “Work Plan” or collectively the “Work Plans”), where appropriate. To the extent necessary, the Work Plans shall provide additional details on the implementation of these programs beyond the terms and provisions contained in this MOU.
2. The MOU Parties agree that all finalized and mutually agreed upon Work Plans shall be incorporated into this MOU and made a part hereof, without

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<sup>5</sup> The term “initiative” or “program” shall include each program referenced in Section I.E. of this MOU, and any additional programs or sub-programs thereunder.

the need to formally amend this MOU. Upon such time as a finalized Work Plan is incorporated into the MOU, the MOU Parties shall submit such document to the Department in DPU Docket 20-59.

3. Further, pursuant to Section 2.28.3 of the Settlement Agreement, “[a]ny Energy Relief Funds allocated to a designated initiative but not disbursed by January 1, 2026, shall be reallocated to the initiative designated as “Removing Energy Efficiency Barriers and Increased Access to Efficient and Clean Energy for Low and Moderate Income Residential and Multi-Unit Housing.”
4. As detailed in Section III of this MOU, the MOU Parties are engaged in ongoing meetings with local stakeholders and organizations to receive feedback regarding the design and implementation of Merrimack Valley Renewal Fund programs in order to meet the needs of the residents and businesses located in the City of Lawrence, the Town of Andover, and the Town of North Andover.

B. Summary of Responsibilities

The MOU Parties shall administer the Settlement Funds in accordance with the Settlement Agreement, this MOU, and any applicable Work Plan. The roles and responsibilities of the MOU Parties, with respect to each program, is set forth below, unless otherwise provided in a Work Plan:

1. The MOU Parties shall agree on all Work Plans, and any amendments thereto, regarding the goals, scope, and design of any program as well as the specific roles and responsibilities of the MOU Parties, beyond what is provided in this MOU.
2. The MOU Parties shall design, draft, and agree upon any procurement documents, including any requests for proposals (“RFP”), to the extent necessary for a program. The MOU Parties will work collaboratively on key provisions of any such document, including evaluation and selection criteria, which shall include, but not be limited to, administrative cost



considerations, budget, scope of work, schedule, payment terms, and reporting. Notwithstanding the foregoing, if procurement documents are not necessary and/or other types of contracts are used (e.g., Section II.B.4 below), then the MOU Parties will mutually agree on the key provisions of any grant or contract, including, without limitation, budget, scope of work, schedule, payment terms, and reporting.

3. As set forth below, the MOU Parties agree that an MOU Party shall be identified as the program administrator (“Administrator”) for each program, who shall be responsible for issuing procurement documents, to the extent required.
4. The MOU Parties agree that an MOU Party may contract, work, or consult with another government or quasi-government agency (e.g., Massachusetts Clean Energy Center or the Department of Housing and Community Development (“DHCD”) with respect to any program or in connection with the issuance of procurement documents on behalf of the Administrator. The MOU Party who is not identified as the “Administrator” shall be referred to as the “Collaborator.” The Administrator shall review and consult with the Collaborator regarding any issues or questions that may arise from potential bidders.
5. Each MOU Party shall agree to appoint a designated Program Contact (“PC”). The PC, or its designee, shall be the point of contact for the “Administrator” and the “Collaborator.”
6. The Administrator shall be responsible for requesting the appropriate Settlement Funds from Eversource. Once received from Eversource, the Administrator shall be required to hold the appropriate Settlement Funds in trust.<sup>6</sup> Thereafter, the Administrator (or another government or quasi-

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<sup>6</sup> If another government or quasi-government agency will be implementing a program, then the Administrator may transfer the applicable Settlement Funds to such government or quasi-government

government agency if agreed to by the MOU Parties) shall issue procurement documents, at the direction of the MOU Parties.

7. The MOU Parties shall jointly develop the procurement documents.
8. The MOU Parties shall mutually agree on the selection of projects, grants or awardees for all programs, as further provided in the Work Plans. The evaluation analysis of any bids or other proposals shall be conducted by a Selection Team comprised of representatives from both MOU Parties, as further set forth in the Work Plans (“Selection Team”).
9. After a program proposal is selected by the Selection Team, the Administrator shall proceed with documenting the terms and conditions of the award, grant, or payment and shall be responsible for entering into a written contract (or other documentation) with any awardee, grantee, or selected party. Any change in the scope of a proposal after selection, but prior to written documentation being executed, shall be agreed upon by the Selection Team.
10. The program Administrator shall have the discretion to carry out its lawful administrative roles and responsibilities with respect to any program in a manner that it deems reasonable and appropriate. Specifically, the Administrator shall be responsible for: (1) contract management; (2) contractor or grantee oversight; (3) tracking program progress; (4) overseeing program spending; (5) program invoice approval; (6) enforcing all program reporting requirements; and (7) resolving any post-grant award issues or matters.
11. The program Administrator shall provide the program Collaborator with regular updates regarding the administration of each program, or upon the

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agency to implement said program. The Administrator shall be responsible for documenting any such arrangement.

request of the program Collaborator.

12. The Administrator will consult with the Collaborator before making any written modification or amendment to any grant award or contract.
13. The programs shall be administered as follows:
  - a. For the Private Affordable Housing Energy Efficiency; Small Business Energy Efficiency and Heat Pumps; Public Affordable Housing Energy Efficiency; and Energy Efficiency and Heat Pumps for Market Rate Residential Housing programs, the DOER shall be the Administrator, unless otherwise agreed to by the MOU Parties.
  - b. For the Geothermal Microgrid Project and Municipal Clean or Efficient Energy programs, the AGO shall be the Administrator, unless otherwise agreed to by the MOU Parties.
  - c. For the Removing Energy Efficiency Barriers and Increased Access to Efficient and Clean Energy for Low and Moderate Income Residential and Multi-Unit Housing program, the DOER shall be the Administrator, unless otherwise agreed to by the MOU Parties. To the extent workforce development is a distinct program component, the AGO shall be the Administrator of workforce development, unless otherwise agreed to by the MOU Parties.

C. Program Descriptions

The descriptions of the seven programs that comprise the Merrimack Valley Renewal Fund are set forth below. Each program may include a Work Plan, with additional information and details, as determined by the MOU Parties, beyond what is provided herein.

1. **Private Affordable Housing Energy Efficiency [\$1.5 million]:** This program is intended to provide technical assistance, comprehensive audits, long-term planning, and implementation of energy efficiency measures and

clean energy technologies to privately-owned, affordable housing in the City of Lawrence, the Town of Andover, and the Town of North Andover.

- a. Program Design. Program design considerations include:
  - (1) Reduction of greenhouse gas (“GHG”) emissions through energy efficiency, electrification, and clean energy.
  - (2) Reduction of energy costs for privately-owned affordable housing developments.
  - (3) Leveraging Mass Save<sup>®</sup> and other available clean energy funding where applicable (e.g., Solar Massachusetts Renewable Target, Alternative Portfolio Standard, and tax credits).

- b. Implementation Mechanisms.
  - (1) The program Administrator may issue one or more competitive procurements for program implementation services, in order to meet program design considerations that may include, but are not limited to, comprehensive audits, design charette services, project support/technical assistance, local workforce development, project qualification and review, incentive processing, and reporting.
  - (2) The MOU Parties may also use other implementation mechanisms with respect to this program

2. **Small Business Energy Efficiency [\$2.0 million]:** This program is intended to serve small business customers through dedicated technical assistance and project support, incentives for weatherization (e.g., insulation), electrification, and removal or mitigation of barriers that prevent installation of weatherization or electrification.

- a. Program Design. Program design considerations include:
  - (1) Reduction of GHG emissions through energy efficiency

and/or electrification.

- (2) Reduction of energy costs for small businesses through energy efficiency.
- (3) Partnerships with local organizations for outreach and utilization of local contractors.
- (4) Leveraging Mass Save<sup>®</sup> Energy Efficiency funds, where applicable.
- (5) Providing direct benefits to small business renters.

b. Implementation Mechanisms.

- (1) The program Administrator may issue one or more competitive procurements for program implementation services, in order to meet program design considerations that may include, but are not limited to, program management, contractor qualification and oversight, innovative outreach strategies, project qualification and review, quality assurance, reporting, incentive/payment processing, assistance with program access, local workforce development, and project support and technical assistance.
- (2) The MOU Parties may also use other implementation mechanisms with respect to this program.

3. **Public Affordable Housing Energy Efficiency [\$3.0 million]:** This program is intended to provide grants to support the expansion of energy efficiency and electrification projects at public housing in the City of Lawrence, the Town of Andover, and/or the Town of North Andover.

a. Program Design. Program design considerations include:

- (1) Reduction of GHG emissions through energy efficiency and/or electrification.
- (2) Reduction in energy costs.

- (3) Leveraging Mass Save<sup>®</sup> Energy Efficiency and other available clean energy funding, where appropriate (e.g., Solar Massachusetts Renewable Target, Alternative Portfolio Standard, and tax credits).

b. Implementation Mechanisms.

- (1) The MOU Parties shall work with the DHCD to identify energy efficiency and clean energy projects.
- (2) The program Administrator is responsible for drafting and executing an Inter-agency Service Agreement (“ISA”) and any other appropriate agreements, with the DHCD, to fund approved projects.
- (3) Any procurements or bids issued for project design or implementation conducted by DHCD or a public housing authority shall follow applicable rules and procedures.

4. **Energy Efficiency and Heat Pumps for Market Rate Residential Housing [\$3.5 million]:** This program is intended to offer incentives for insulation and electrification.

a. Program Design. Program design considerations include:

- (1) Reduction of GHG emissions through energy efficiency and/or electrification.
- (2) Offering incentives not covered by Mass Save<sup>®</sup>, including performance-based incentives for whole-home energy savings associated with pairing insulation and electrification or renewable thermal technologies.
- (3) Program offerings based on the DOER’s Home Energy

Market Value Performance (Home MVP) program.<sup>7</sup>

b. Implementation Mechanisms.

- (1) The program Administrator may issue one or more competitive procurements for program implementation services, in order to meet program design considerations that may include, but are not limited to, program management, contractor qualification and oversight, project qualification and review, quality assurance, reporting, incentive/payment processing, innovative outreach strategies, and local workforce development.
- (2) The MOU Parties may also use other implementation mechanisms with respect to this program.

5. **Geothermal Microgrid Project [\$4.0 million]:** This program is intended to be a competitive grant for the development of a geothermal district in the City of Lawrence, the Town of Andover, and/or the Town of North Andover.

a. Program Design. Program design considerations include:

- (1) Advancement of geothermal district heating as an alternative to gas heating.
- (2) Analysis of proposed geothermal microgrids to determine feasibility and applicability.
- (3) Opportunity for clean, geothermal heating and cooling for residents and/or businesses.
- (4) Leveraging existing energy efficiency and renewable energy

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<sup>7</sup> The Home MVP Program offers incentives for customized home energy improvements, which include weatherization, electrification, and renewable thermal technologies (e.g., high efficiency geothermal systems and cold climate heat pumps). Incentives are performance-based (i.e., based on the reduction in energy use resulting from the improvements). For more information on the DOER's Home MVP program, please click on this link: <https://www.mass.gov/guides/home-mvp>

programs, including Mass Save<sup>®</sup> and incentives under the Renewable Portfolio Standard and the Alternative Energy Portfolio Standard.

b. Implementation Mechanisms.

- (1) The program Administrator may issue one or more competitive procurements for projects.
- (2) The Collaborator will provide additional technical support beyond the duties outlined in Section II.B above during drafting of the procurement documents, contract, and project oversight including review of geothermal design documents prior to construction.
- (3) The MOU Parties may also jointly seek technical assistance or oversight for program selection, management, and/or measurement and verification of the program results.

6. **Municipal Clean or Efficient Energy [\$6.0 million]:** This program is intended to provide grants for energy efficiency and clean energy projects within municipal government operations in the City of Lawrence, the Town of Andover, and the Town of North Andover.

a. Program Design. Program design considerations include:

- (1) Reduction of GHG emissions through energy efficiency, electrification, and clean energy.
- (2) Reduction of energy costs.
- (3) Leveraging Mass Save<sup>®</sup> and other available clean energy funding opportunities or mechanisms, where appropriate (e.g., Solar Massachusetts Renewable Target, Alternative Portfolio Standard, and tax credits).
- (4) Maximizing community and public benefits.
- (5) Procurements or bids shall follow applicable rules and



procedures and shall be publicized to local businesses.

b. Implementation Mechanisms.

- (1) The MOU Parties will request the City of Lawrence, the Town of Andover, and the Town of North Andover to identify one or more proposed clean energy or energy efficiency projects that meet one or more of the program goals.
- (2) The MOU Parties will work with the City of Lawrence, the Town of Andover, and the Town of North Andover to develop program details, grant awards, and project implementation schedule.
- (3) The MOU Parties shall agree on any grant or award and the program Administrator will be responsible for executing contracts with respect to such grants or awards.

7. **Removing Energy Efficiency Barriers and Increased Access to Efficient and Clean Energy for Low and Moderate Income Residential and Multi-Unit Housing [\$21.0 million]:** This program is intended to serve low- and moderate-income residents with a focus on incentives for housing upgrades and barrier mitigation to enable: energy efficiency, including incremental energy efficiency measures; electrification; and corresponding local workforce development.

a. Program Design. Program design considerations include:

- (1) Reduction in GHG emissions through energy efficiency and electrification.
- (2) Reduction of energy burdens.
- (3) Providing benefits to low- and moderate-income residents, including, but not limited to, improving housing stock through barrier mitigation to enable participation in Mass Save® and implementation of energy efficiency and

electrification.

- a. Barrier mitigation may include, but is not limited to, roof repairs, electrical upgrades, knob and tube remediation, vermiculite and asbestos removal.
- (4) Prioritization of customers with known barriers to participating in Mass Save<sup>®</sup>, such as renters and landlords, moderate income customers, and customers with limited English language proficiency.
  - (5) Utilizing customer qualification strategies, which do not rely on individual proof of income.
  - (6) Providing strategies to support customers, including technical assistance, Spanish translation services, and other project and process support.
  - (7) Partnerships with local organizations and other community representatives to implement targeted outreach strategies that include local Spanish radio, local faith-based organizations, and municipal leaders.
  - (8) Promoting local workforce development, including through the utilization of local contractors and other vendors and partnerships with local educational institutions or community programs for worker training and/or certification.
  - (9) Focusing on low- and moderate-income customers. Low income customers shall be defined as customers that are eligible for the income-eligible Mass Save<sup>®</sup> incentives. “Moderate income customers” shall be defined in the Work Plan.
  - (10) Limitations of undue rent increases after a rental unit is improved, as determined by the MOU Parties.

- (11) Providing barrier mitigation associated with building code enforcement, permit, and outstanding municipal billing issues.
- (12) Updating electric wiring and panels for electrification adoption.

b. Implementation Mechanisms.

- (1) The program Administrator may provide direct workforce development grants.
- (2) The program Administrator may issue one or more competitive procurements for program implementation services that may include, but are not limited to, program management, contractor qualification and oversight, innovative outreach strategies, project qualification and review, quality assurance, reporting, incentive/payment processing, assistance with program access, project support/technical assistance, and local workforce development and training.
- (3) The MOU Parties may also use other implementation mechanisms with respect to this program.

### **III. STAKEHOLDER INPUT**

A. Stakeholder Engagement Plan

The MOU Parties seek to utilize comprehensive local stakeholder input to develop and implement programs to meet the needs of the residents and businesses located in the City of Lawrence, the Town of Andover, and the Town of North Andover. To that end, the MOU Parties will continue to engage with interested stakeholders regarding the Merrimack Valley Relief Fund and the associated programs, as follows:

1. The MOU Parties have engaged with the stakeholders listed on Attachment B.

2. The MOU Parties have participated in the Department's public hearings in D.P.U. 20-59, which were translated into Spanish and Portuguese during the public hearings.
3. The MOU Parties will have solicited and will continue to solicit input from stakeholders through a survey, which will be available in English and Spanish at the following website:  
  
<https://www.mass.gov/service-details/merrimack-valley-clean-energy-energy-efficiency-programs>
4. The MOU Parties jointly delivered a presentation to the public outlining the programs discussed in Section II above at a Merrimack Valley disaster anniversary event held on September 12, 2020. The virtual event was sponsored by the Merrimack Valley Project.
5. The MOU Parties will collaborate with local organizations to help residents and businesses participate in the programs described herein.

B. Merrimack Valley Renewal Fund Advisory Committee

The MOU Parties will establish a Merrimack Valley Renewal Fund Advisory Committee ("MVRFAC") to assist the MOU Parties with stakeholder input and advice on existing and future programs, policies, and procedures. The MVRFAC shall meet, at a minimum, quarterly. Meetings shall be called at the direction of the MOU Parties. The MVRFAC will be tasked with providing feedback to the MOU Parties regarding the design and implementation of the programs. The MOU Parties may also call upon the MCRFAC to assist with innovative customer outreach when implementing programming. The MVRFAC shall be comprised of: (1) three municipal officials, including one each from the City of Lawrence, the Town of Andover, and the Town of North Andover; (2) one representative from the Network; (3) one representative from building owners/property managers; (4) one contractor specializing in energy efficiency who works in the Merrimack Valley;

(5) three members of local community organizations; and (6) one representative of each MOU Party, who shall both serve as co-chairs. The MOU Parties shall appoint members to the MVRFAC.

**IV. REPORTING REQUIREMENTS**

On August 1, 2021, the MOU Parties shall provide a report to the Department regarding the status of Merrimack Valley Renewal Fund programs. This report shall include program implementation updates, the status of each program, program spending, program participation, and program results to date, as further provided in Section 2.28.6 of the Settlement Agreement.

Commencing on March 1, 2022, the MOU Parties shall jointly provide annual reports to the Department regarding the purpose, amount, and manner of disbursement of the Merrimack Valley Renewal Fund, in accordance with Section 2.28.6 of the Settlement Agreement, and the Arrearage Forgiveness Fund, pursuant to Sections 2.28.2 and 2.28.5 of the Settlement Agreement. The March 1, 2022 annual report shall be drafted jointly by the MOU Parties, as further provided herein, and filed with the Department.

**V. TERM OF MOU**

The MOU shall be in effect from the date hereof until all Settlement Funds have been disbursed to and fully utilized by the program recipients and all obligations under any agreement with any awardee, grantee or party under any program are fully satisfied.

**VI. EXTERNAL COMMUNICATIONS**

The MOU Parties agree that press releases, public statements, and filings, concerning this MOU, any program award or selection announcement, including any event related to the same, shall not be issued or conducted without joint consent by the MOU Parties.

**VII. GENERAL PROVISIONS**

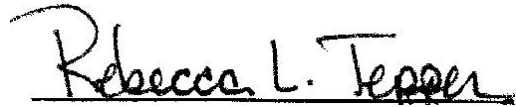
- A. This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- B. The MOU represents the entire agreement between the MOU Parties. Further, the MOU shall be binding upon and inure to the benefit of the MOU Parties.

- C. The MOU may be executed in one or more counterparts, and by the MOU Parties in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- D. The MOU may be modified or amended by written agreement and executed by the MOU Parties.

IN WITNESS WHEREOF, the MOU Parties have executed this MOU as of October 22, 2020.

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF ENERGY RESOURCES**

**MAURA HEALEY, COMMONWEALTH OF  
MASSACHUSETTS ATTORNEY GENERAL**



By: Patrick Woodcock  
Commissioner  
Department of Energy Resources

By: Rebecca Tepper  
Chief, Office of Ratepayer Advocacy  
Office of the Attorney General

**ATTACHEMENT A**  
**FORM OF PROGRAM INITIATIVE WORK PLAN**

The Massachusetts Department of Energy Resources ("DOER"), a duly-constituted agency of the Commonwealth of Massachusetts, established pursuant to M.G.L. c. 25A, §1, and acting in accordance with Chapter 25A of the Massachusetts General Laws and the rules and regulations promulgated pursuant thereto, having a usual place of business at 100 Cambridge Street, Boston, Massachusetts 02114; and the Massachusetts Attorney General's Office ("AGO"), are parties to a Memorandum of Understanding, dated as of October \_\_, 2020, relating to the joint development, funding, and administration of programs and initiatives under the Settlement Agreement (as amended from time to time, the "MOU"). While this MOU contemplates the development of individual program initiatives, the DOER and the AGO agree to establish individual program initiative work plans in order to develop, administer, and fund each Merrimack Valley Renewal Fund program set forth in the Settlement Agreement, at § 2.28.3.

The term of this work plan will commence on or about \_\_\_\_\_ \_\_, 2020, and continue until \_\_\_\_\_ \_\_, 20\_\_, provided that term may be extended beyond such date as may be mutually agreed to in writing by DOER and AGO.

DOER and AGO are at times referred to herein individually as a "MOU Party" and collectively as the "MOU Parties." Terms not otherwise defined herein shall have the meaning ascribed thereto in the MOU.

**I. THE PROGRAM**

[Description of the Program]

**II. THE BUDGET**

Attached to this work plan is an estimated budget for the program for Fiscal Years ("FY") 2021 and 2022 (the "Budget").

**III. PROGRAM CONTACTS (PC)**

The following individual shall be the PC for each of the MOU Parties with respect to each program:

- For the AGO: \_\_\_\_\_
- For the DOER: \_\_\_\_\_

**IV. REPORTING**

The Administrator shall schedule monthly status meetings with the Collaborator for the purpose of, but not limited to, providing general work status updates with respect to each program. In addition, the Administrator will report to the Collaborator on at least an annual basis on the progress and overall budget following the development of each program. The MOU Parties shall jointly develop the annual report pursuant to the Settlement Agreement § 2.28.2 and the MOU.

**V. OTHER PROVISIONS**

[TO BE DETERMINED]

This Work Plan No. \_\_ has been approved by:

**Commonwealth of Massachusetts  
Department of Energy Resources**

**Maura Healey, Massachusetts Attorney General**

\_\_\_\_\_  
By: Patrick Woodcock  
Commissioner  
Department of Energy Resource

\_\_\_\_\_  
By: Rebecca Tepper  
Chief, Office of Ratepayer Advocacy  
Office of the Attorney General

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT B  
LIST OF STAKEHOLDERS**

To date, the MOU parties have engaged with the following parties regarding the programs/initiatives under the Merrimack Valley Renewal Fund:

**Community/Business Groups:**

Action for Boston Community Development (ABCD)

ACT Lawrence

Action, Inc.

All in Energy

Energy Efficiency Advisory Council (EEAC)

EParaTodos

Greater Lawrence Community Action Council

Groundwork Lawrence

Home Energy Efficiency Team (HEET)

**The Network**

Lawrence, Andover, and North Andover Inter-Faith Team

Lawrence Community Works Development

Lawrence Partnership

Mill Cities Communities Investment

Merrimack Valley Chamber of Commerce

Merrimack Valley Housing Partnership

Merrimack Valley Planning Commission

Merrimack Valley Project

Valley Home Insulation

**Municipal Representatives:**

City of Lawrence – Mayor Rivera and staff

Town of Andover – Town Manager Flanagan

Town of North Andover – Town Manager Rodrigues

**Merrimack Valley Legislative Delegation:**

Senators Finegold, Tarr and DiZoglio

Representatives Minicucci, Nguyen, Devers, and Moran,

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC UTILITIES**

**Petition of Eversource Energy, NiSource  
Inc. and Bay State Gas Company for  
Approval of Asset Purchase and Sale of  
Assets Pursuant to General Laws  
Chapter 164, § 94 and § 96**

**D.P.U. 20-59**

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused the foregoing document to be served upon all parties of record in this proceeding in accordance with the requirements of 220 C.M.R. 1.05(1) (Department's Rules of Practice and Procedure). Dated at Boston this 22<sup>nd</sup> day of October, 2020.

/s/ Elizabeth Mahony  
Elizabeth Mahony  
Assistant Attorney General  
Office of the Attorney General  
Office of Ratepayer Advocacy  
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