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September 14, 2018

HAND DELIVER and ELECTRONIC

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, Massachusetts 02110

Re: Town of Harvard - D.P.U. 18-97

Dear Secretary Marini:

Enclosed please find one copy of the Petition of the Town of Harvard ("Harvard") for Approval of Aggregation Plan Pursuant to G.L. c. 164, Section 134 ("Petition") pursuant to which Harvard respectfully requests that the Department of Public Utilities ("Department") approve its Community Choice Power Supply Aggregation Plan "(Aggregation Plan"). See Petition, Attachment B. The Aggregation Plan has been approved by Harvard pursuant to the requisite local process. See Petition, Attachments D, E, G – J. Harvard has also consulted with the Department of Energy Resources ("DOER") and National Grid. The DOER's letter confirming the completion of the consultation process is also included with this submittal.

Harvard has retained Colonial Power Group, Inc. ("Colonial") to prepare necessary filings before the Department and to assist in securing necessary regulatory approvals. See Petition, Attachments C and F. Accordingly, Colonial and its counsel are delivering this Petition on behalf of Harvard as a courtesy. Also enclosed please find a check for $100 for the requisite filing fee.

In addition to publication in either *The Boston Globe* or *The Boston Herald*, we ask that you allow publication in *The Harvard Press* which is the local newspaper.

Please enter an appearance on behalf of Timothy P. Bragan, Town Administrator, Town of Harvard, 13 Ayer Road, Harvard, MA 01451 (phone: 978.456.4100 x313). Please also enter an appearance on behalf of Colonial by James M. Avery, Esq., Pierce Atwood LLP, 100 Summer Street, Boston, MA 02110 (phone: 617.488.8100).

Please call me if you require further assistance with respect to this matter.

Thank you for your consideration.

Very truly yours,

James M. Avery

JMA/cdw
Enclosure
cc: Shane Early, General Counsel (electronic)
Daniel Burstein, Legal Counsel, DOER (w/enc and electronic)
Ashley Gagnon, Assistant Attorney General (w/enc and electronic)
Andrea G. Keeffe, Esq. (w/enc and electronic)
Timothy P. Bragan, Town Administrator, Town of Harvard (electronic)
Mark Cappadona, President (electronic)
Denise Allard, Vice President of Business Operations (electronic)

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

Town of Harvard	)	D.P.U. 18-97

PETITION OF TOWN OF HARVARD FOR APPROVAL OF AGGREGATION PLAN PURSUANT TO M.G.L. c. 164, § 134

I. INTRODUCTION

The Town of Harvard ("Town") hereby petitions the Massachusetts Department of Public Utilities ("Department") for approval pursuant to M.G.L. c. 164, § 134 ("Section 134") of Harvard's Community Choice Power Supply Program's Aggregation Plan ("Plan") (see Attachment B). Section 134 authorizes municipalities to aggregate the electrical load of electricity consumers located within their borders in order to procure competitive supplies of electricity.

On October 24, 2016, at a Special Town Meeting, the Town initiated the formal process to become a municipal aggregator pursuant to Section 134 by declaring its intent to become an aggregator of electric power (See Attachment C, Article 3). On April 5, 2018, the Town released a Request for Proposals (RFP) seeking consultants to assist the Town in the design, implementation and administration of the Program (See Attachment D). On July 1, 2018, the Select Board signed a consultant agreement with Colonial Power Group, Inc. (CPG) to be the consultant for the Town to guide it through the municipal aggregation process and to administer the Plan, if ultimately approved (See Attachment E).[1] On July 10, 2018, the Select Board approved the Plan (See Attachment F). In developing the Plan, the Town and CPG incorporated the comments and suggestions of public officials, including the Massachusetts Department of Energy Resources (DOER). The Town and CPG also conducted discussions with National Grid ("Local Distributor").

II. REQUESTED PROCEDURES TO REVIEW AGGREGATION PLAN

The Town respectfully requests that the Department conduct its review of this petition expeditiously in order to allow the Town to proceed with Plan implementation and to negotiate binding agreements with interested Competitive Suppliers. The Town wishes to take advantage

[1] Pursuant to the agreement between the Town and CPG, CPG is obligated to prepare and submit all filings relating to the Plan with the Department. Accordingly, CPG's petition for leave to intervene in this proceeding is included with this Petition. The Town supports CPG's petition.

of current market conditions to maximize savings for its eligible consumers. Therefore, the Town respectfully requests an order by December 1, 2018. Municipal aggregators are required by their very nature to conduct their business openly and with full participation by the public. The Town holds regular, open public meetings at which eligible consumers have had the opportunity to express their views and shape the Town's Plan. Moreover, the Town has adopted forms that comport with aggregation plans previously approved by the Department and the Plan has been reviewed by the DOER. The Town (and CPG), therefore, respectfully propose a streamlined process consistent with other aggregation plan reviews that would include a public hearing, discovery by Department staff, and an opportunity for interested persons to submit written comments after the conclusion of the public hearing. In return, the Town and CPG commit to providing requested information to the Department on an expeditious basis. Cf. Cape Light Compact, D.T.E. 04-32, p. 2 (Review procedure summarized.)

III. DEVELOPMENT OF AGGREGATION PLAN, SELECTION OF COMPETITIVE SUPPLIER, AND COMPLIANCE WITH STATUTORY REQUIREMENTS

The Town and CPG developed the Plan consistent with sound and established planning practices and all relevant statutory requirements. First, the Plan was developed in conjunction with consultation with the DOER as required by M.G.L. c. 164, § 134. Second, the Town and CPG offered numerous opportunities for the public to review and comment upon the Plan. Third, the Town and CPG drew substantially from the plan and procurement processes established by and approved for the Cape Light Compact and the Community Choice Power Supply Programs administered by CPG. The Town and CPG expect to continue to benefit from the experience of these established public aggregation plans.

The Plan features an optional product that may include the purchase of Renewable Energy Certificates (RECs) above the Town's standard product. The Town will strive to include RECs from local renewable resources.

The Plan and a form of Electric Service Agreement (ESA) developed in order to implement the Plan ensure that Plan participants will receive required notices, that the Town will be able to choose an appropriate Competitive Supplier and that eligible consumers will be able to opt-out of the Town's Plan consistent with relevant requirements. The Plan and ESA thus meet the requirements of M.G.L. c. 164, § 134(a), ¶¶5, 6. The Town's detailed Education and Information Plan ("Education Plan") is provided as Attachment H, an Implementation Schedule is provided as Attachment I and a draft Customer Notification Form is provided as Attachment J.

The Plan and parallel portions of the ESA address the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and

terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants.

The Plan, similar to all Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the requirements and objectives of the Town as being implemented by CPG with respect to the Plan. First, the Town may be "revenue neutral" with respect to the Plan. The Town has not incurred any outside costs with respect to the development of the Plan and the ESA. These efforts have been undertaken by CPG and CPG will only receive remuneration pursuant to a consumption-based charge to be reflected in the energy charge to Plan consumers. See Plan, §§ 2.4, 3.0. This fee structure was an important feature to the Town in its election to pursue the Plan.

IV. WAIVER OF CERTAIN INFORMATION DISCLOSURE REQUIREMENTS

The Town or any Competitive Supplier to the Town may be obligated to disclose to participating consumers a range of information regarding prices, collective bargaining agreements, fuel sources and air emissions, under M.G.L. c. 164, § 1F(6) and 220 C.M.R. 11.06.

Competitive Suppliers have indicated that requiring the disclosure label to be inserted into the Local Distributor's paper bills would be costly for the supplier, and thereby drive up the bids offered to the Town. An additional burden would be placed on the Local Distributor to determine how to send the disclosure label to those customers who are on electronic billing.

The Town or its Competitive Supplier can provide much of this the information required by the statute, M.G.L. c. 164, § 1F(6), especially the information regarding the fuel sources, emissions characteristics and labor characteristics, more effectively and at lower cost by using means other than those specified in the regulation, 220 C.M.R. 11.06(4) (see Attachment H for the Town's Education Plan). The Town therefore requests a waiver, both for itself and any Competitive Supplier, of certain of the requirements of 220 C.M.R. 11.06, under the Department's authority for good cause, to grant an exception to the requirements of 220 C.M.R. 11.00. See 220 C.M.R. 11.08. Specifically, the Town requests that the Department waive the requirements of 220 C.M.R. 11.06(4)(c) that a Competitive Supplier provide an information disclosure label directly to retail consumers on a quarterly basis. The Department has allowed this exemption in all Department approved Municipal Aggregation Plans to date.

As an alternative to providing the quarterly information disclosure label directly to participating consumers, the Town and CPG respectfully request that the Department allow that the Town may provide the information regarding fuel sources, emissions and labor characteristics by alternative means. Based upon information available to it, the Town and CPG believe that other means are as likely, if not more likely, to effectively deliver the information required by the

statute and regulations. These alternative measures include press releases, public service announcements on cable TV, newsletters of civic, business and religious organization, postings at Town Hall, discussions at meetings of the Select Board (which are televised and reported in the press), and postings on the websites of the Town or CPG. In the case of all current Community Choice Power Supply Programs administered by CPG, no participating consumers have objected to the change in delivery formats.

Importantly, the Town's and CPG's waiver request is narrow. The Town and CPG are not seeking any waiver of its obligations under M.G.L. c. 164, § 134 to provide written notice to inform all ratepayers of the automatic enrollment process, their rights to opt-out of the Plan, and of their other rights under Section 134. The Town and CPG are also not seeking any waiver of any Competitive Supplier's obligations to provide written Terms of Service to each ratepayer (220 C.M.R. 11.06(3)), and to provide to all participating consumers a toll-free telephone number for customer service and complaints (220 C.M.R. 11.06(2)(c)). Any Competitive Supplier will also provide, prior to the initiation of service, the price information required by 220 C.M.R. 11.06(2)(b).

V. CONCLUSION

WHEREFORE, the Town, with the support of CPG, respectfully requests that the Department find that the Town's Plan and related procedures meet all of the requirements of M.G.L. c. 164, § 134 and approve the Plan, issue the specific waiver requested in Section IV above, and take such other actions as may be necessary and appropriate.

Respectfully submitted,

TOWN OF HARVARD

By its Town Administrator,

Timothy P. Bragan
Town of Harvard
13 Ayer Road
Harvard, MA 01451
Tel.: (978) 456-4100 ext. 313

EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES
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Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Matthew A. Beaton
Secretary

Judith F. Judson
Commissioner

August 31, 2018

VIA ELECTRONIC MAIL

Timothy P. Bragan
Harvard Town Administrator
Town Hall
13 Ayer Road
Harvard, MA 01451

Re: Town of Harvard Municipal Load Aggregation Plan

Dear Mr. Bragan:

I am writing to inform you that the Town of Harvard ("Harvard") has completed its consultation with the Department of Energy Resources ("DOER"), pursuant to G.L., c.164, § 134(a) in the development of its Municipal Load Aggregation Plan, detailing the process and consequences of aggregation.

The DOER attests to the good faith effort made by Harvard and its agent, Colonial Power Group, Inc. ("CPG") in the consideration of the undertaking; the communications it has conducted with Harvard's distribution company, National Grid; and the communications it has conducted with us. We have engaged in helpful discussions with both Harvard and its consultant, CPG. As part of our examination, we have confirmed that Harvard will retain its municipal autonomy throughout the implementation of its Plan. In addition, CPG, as its consultant, has reiterated Harvard's intent to operate as a single Municipal Load Aggregation Plan and to solicit bids solely on its load and not jointly with other municipalities. Our exchange of views has reached a satisfactory conclusion.

After examination of Harvard's proposal, the DOER, on August 30, 2018, conducted a meeting by way of a conference call with Marie Crowley Sobalvarro, Assistant Town Administrator and Eric Broadbent, Energy Advisory Committee for the Harvard, and Denise Allard and Mark

Cappadona of CPG. In performing these actions, the DOER has provided technical assistance consistent with our charge under G.L. c.25A, § 6(11).

The DOER is satisfied that the Town of Harvard and CPG are undertaking this effort with realistic expectations of the municipal benefits that may accrue to future Aggregation Plan subscribers. Similarly, we recognize the commitment of Harvard as it seeks to bring value to the community through this public aggregation.

Sincerely,

Nicholas Connors
Director, Green Communities

Cc (via email):

Denise Allard, CPG
Mark Cappadona, CPG
Marie Crowley Sobalvarro, Town of Harvard
Eric Broadbent, Town of Harvard Energy Advisory Committee

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

PETITION AND SUPPORTING ATTACHMENTS

PREPARED BY

COLONIAL POWER GROUP, INC.

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

LIST OF ATTACHMENTS

ATTACHMENT A: Approval and Authorization Timeline

ATTACHMENT B: Aggregation Plan

ATTACHMENT C: Public Aggregator Authorization

ATTACHMENT D: Request for Proposals

ATTACHMENT E: Consultant Agreement

ATTACHMENT F: Aggregation Plan Approval

ATTACHMENT G: Electric Service Agreement

ATTACHMENT H: Education and Information Plan

ATTACHMENT I: Implementation Schedule

ATTACHMENT J: Customer Notification Form

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

APPROVAL AND AUTHORIZATION TIMELINE

PREPARED BY

COLONIAL POWER GROUP, INC.

AGGREGATION AUTHORIZED: **OCTOBER 24, 2016**

The Town approved Article 3 by which the Town declared its intent to become an aggregator of electricity. This vote authorized the Town to explore market prices for power supply and services on behalf of the Eligible Consumers in the Town. [Attachment C]

REQUEST FOR PROPOSALS ISSUED: **APRIL 5, 2018**

The Town released a Request for Proposals seeking consultants to assist the Town in the design, implementation and administration of Harvard's Community Choice Power Supply Program. [Attachment D]

CONTRACT AWARDED: **JULY 1, 2018**

Colonial Power Group, Inc. (CPG) was awarded the contract. [Attachment E]

PUBLIC REVIEW AND COMMENT PERIOD: **JULY 11 - JULY 31, 2018**

The Town made the Aggregation Plan available for public review and comment. [Attachment F]

AGGREGATION PLAN APPROVED: **JULY 10, 2018**

The Select Board approved the Aggregation Plan. [Attachment F]

DOER REVIEWED: **AUGUST 30, 2018**

The Town, CPG, and the Massachusetts Department of Energy Resources (DOER) conducted a meeting to review the processes, consequences, and outcomes of municipal aggregation. The Town and CPG are grateful for the assistance from the DOER.

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

AGGREGATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

PURPOSE OF THE AGGREGATION PLAN

The Town of Harvard ("Town") developed this Aggregation Plan ("Plan") in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with an aggregation implementation consultant (Consultant), initially Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 6,500 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities ("Department").

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REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric Utility Restructuring Act of 1997 ("Restructuring Act") contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

1 THE PROCESS OF MUNICIPAL AGGREGATION

Municipal aggregation involves a multi-step public process as follows:

1.1 Vote and Authorization to become a Public Aggregator

1.2 Development of Plan in Consultation with DOER

1.3 Review of Plan by Town Administrator, Select Board and Consumers

1.4 Vote on Plan by Select Board

1.5 Submission of Plan for Department Approval

1.6 Public Hearing on Plan by Department

1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers

1.8 Selection of Competitive Supplier by Town Administrator

1.9 Notification of Enrollment for Eligible Consumers

1.10 Beginning of Opt-Out Period (30 days prior to first service date)

1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

2 HARVARD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM

The Town offers one program to achieve its goals: Harvard's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's Consultant, it must be submitted to the Town Administrator for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

2.1 ORGANIZATIONAL STRUCTURE

The Town's government is led by a five person Select Board. Daily operations are overseen by a Town Administrator. Town elections are held the second Tuesday in May.

The Select Board is composed of five members elected for three year terms. They meet every first and third Tuesday evening at 7:00 P.M. at Town Hall. They may also hold other meetings from time to time. The Select Board acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Select Board are set forth in the Town Charter. The operational role of the Town and its Consultant in relation to consumers is outlined and described in the following pages.

2.2 OPERATIONAL LEVELS

There are five operational levels to the Town's Program as follows:

2.2.1 Level One: Consumers

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Select Board who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid (NGRID). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or the Consultant retained by the Town to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the Select Board.

2.2.2 Level Two: Select Board

Based upon its existing authority or authority provided by voters at Town elections, the Select Board may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

2.2.3 Level Three: Town Administrator

The Town Administrator carries out the collective decisions and instructions of the Select Board and participating consumers.

2.2.4 Level Four: Consultant

As the Town's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

2.2.5 Level Five: Competitive Suppliers

Competitive Suppliers contract with the Town through the Town Administrator. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Town Administrator and the Select Board. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

2.3 OPERATIONS

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Town Administrator, the Select Board, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the Town's Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The Town intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports, as directed, and routine updates and attendance at meetings with the Town Administrator and Select Board.

The Program has been developed on behalf of the Town by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Town Administrator and Select Board. The terms and conditions of any contract may be subject to review by the Town Counsel, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Counsel's approval as to legal form.

3 FUNDING

Initial funding for the Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a $0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The $0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

4 ACTIVATION AND TERMINATION

4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

a) Approval of Plan by Department
b) Acceptance of ESAs by Town Administrator
c) Signing of ESA by Town Administrator
d) Notification of Enrollment for Eligible Consumers
e) Notification of NGRID
f) Beginning of Opt-Out Period
g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

4.1.1 Approval of Plan by Department

The Town, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

4.1.2 Acceptance of ESAs by Town Administrator

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Town Administrator. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

4.1.3 Signing of ESA by Town Administrator

With the signing of the contract by the Town Administrator, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program.

4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification shall be multi-layered and will include:

- mailings by the Town;
- newspaper notices;
- public service announcements (PSAs); and
- notices posted in Town Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of NGRID's Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the Town by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare Town eligible consumer data
Day 3	Competitive Supplier begins EDI testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of receipt
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier

Day 33	Competitive Supplier completes EDI testing with NGRID
Day 54	Competitive Supplier removes opt-outs from eligible list
Day 54	Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than 36 days after mailing the opt-out notice and two full business days before the meter read.

Our Consultant's experience with previous aggregation programs suggests that the Town, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The procedures described above may also be found in NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These procedures were discussed in numerous meetings between CPG and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.5 Notification of NGRID

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer's billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

4.1.6 Beginning of Opt-Out Period

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID's Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to NGRID's Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial,

or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Select Board, the Town Administrator, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

4.1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
c) Notification: NGRID shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

4.2 TERMINATION

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the Select Board and Town Administrator to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with

NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Town Administrator is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The Town will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The Town will notify NGRID of the planned termination or extension of the Program. In particular, the Town will provide NGRID notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business-days after the successful negotiation of a new electricity service agreement.

6 RATE SETTING, COSTS, AND BILLING

The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

6.1 RATE SETTING

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the Town, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

If there is a change in law that results in a direct, material increase in costs or taxes during the term of the ESA (see Article 17 of the ESA), the Town will seek to negotiate a change in the Program price or other terms with the Competitive Supplier. At least 30 days prior to the implementation of any such change, the Town will notify participating consumers of the change in price by issuing a press release and posting a notice in Town Hall and on the Program's website.

6.2 COSTS

The Program funding will be derived from a $0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

6.3 BILLING

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power

supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 600 kWh shows the following charges for NGRID's Basic Service in May 2018:

For Customer With Monthly Usage of 600 kWh		
	Rate ($/kWh)	Charge
Delivery Services Detail (Rate: R1)		
Customer Charge		5.50
Distribution Charge	0.06193	37.16
Transition Charge	(0.00063)	(0.38)
Transmission Charge	0.03229	19.37
Energy Efficiency Charge	0.01786	10.72
Renewable Energy Charge	0.00050	0.30
Total Delivery Services		$ 72.67
Supplier Services Detail (Rate: Basic Service)		
Generation Services Charge	0.10870	65.22
Total Supplier Services		$ 65.22
Average Bill Total		$ 137.89

Sources: http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf
https://www.nationalgridus.com/MA-Home/Rates/Service-Rates

Accessed: May 1, 2018

7 UNIVERSAL ACCESS

"Universal access" is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER's Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean "electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income." The Guide also provides that a municipal aggregation plan meets the requirement of universal access "by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier." For the purposes of the Town's Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract**.** One of

the Town's goals, as indicated in Section 2.3, is to "Provide the basis for aggregation of eligible consumers on a non-discriminatory basis".

Service under the Town's Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

8 EQUITABLE TREATMENT OF RATEPAYERS

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

9 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;

- traditional proceedings related to NGRID's regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS

10.1 RIGHTS

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Town's Program.

10.2 RESPONSIBILITIES

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

11 BENEFITS OF MUNICIPAL AGGREGATION

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

11.1 PARTICIPATION IN COMPETITIVE MARKET

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Town Administrator and Select Board.

11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

11.4 RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (RPS) obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for an optional product. The Town will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

11.5 OTHER PROTECTIONS

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

12 REQUIREMENTS CONCERNING AGGREGATED SERVICE

The Town shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

OFFICE OF THE
TOWN CLERK

13 AYER ROAD · HARVARD, MASSACHUSETTS 01451-1458
(978)456-4100 · FAX: (978)456-4113

The following is a copy of the final vote taken under Article 3, at the Special Town Meeting of the qualified voters of the Town of Harvard held on October 24, 2016:

Acting on Article 3, voted unanimously yes that the Town, pursuant to Massachusetts General Laws Chapter 164, Section 134, authorize the Board of Selectmen to aggregate the electric load of interested electricity consumers within the Town of Harvard and enter into agreements for services to facilitate the sale and purchase of electric energy and other related services.

Voted: Unanimously, yes

A true copy, Attest:

Marlene Kenney
Harvard Town Clerk

Deadline to Submit - 2:00pm, MONDAY April 30, 2018

Request for Proposals (RFP) for Community Choice Aggregation Consulting Services

April 5, 2018

The Town of Harvard

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Legal Notice of Request for Proposals for Community Choice Aggregation (CCA) Consulting Services

The Town of Harvard seeks proposals from qualified parties to develop plans for each participating municipality to aggregate the electrical load within their jurisdiction and to administer their aggregation plans to secure energy supply. A selection committee formed by the Town of Harvard will choose one qualified party to serve as a consultant and who will be available to the municipality to enter into agreements, which are expected to last three years.

RFP documents may be obtained beginning April 9, 2018 by contacting Assistant Town Administrator Marie Sobalvarro by email at msobalvarro@harvard.ma.us using the subject line "Community Choice Aggregation RFP." Proposals are due and will be opened publically at the Harvard Town Hall, 14 Mass Ave, Harvard, MA 01451 on April 30, 2018 at 2:00 pm.

1. Introduction

Solicitation Lead: Harvard Energy Advisory Committee on behalf of The Town of Harvard

Address: 13 Ayer Rd. Harvard, MA 01451

RFP Primary Contact Person: Marie Sobalvarro, Assistant Town Administrator
Email: msobalvarro@harvard.ma.us
Telephone: 978.456.4100

The Town of Harvard seeks proposals pursuant to M.G.L Chapter 30b from qualified, interested parties (individually a "Respondent" and collectively the "Respondents"), with the intent of ultimately selecting one to serve as a consultant ("Vendor") to perform the following services for the participating municipality:

- Develop a plan to aggregate the electrical load of users within its jurisdiction
- In consultation with the Department of Energy Resources (DOER) and the Department of Public Utilities (DPU), develop, prepare, implement and secure regulatory approval and perform all services related to administering the aggregation plan as defined by and in compliance with M.G.L. c. 164 §134 and any other applicable statute or regulation.

The following municipality is participating in this RFP and is the Awarding Authority: The Town of Harvard.

The Harvard Energy Advisory Committee (HEAC) will serve as the selection committee for the Town of Harvard and will choose one qualified party to serve as a consultant and who will be available to the municipality to enter into an agreement, which is expected to last three years.
Participation in this RFP does not commit or bind the municipality to entering into any agreement with the selected vendor.

1.1. Proposed Selection Timeline

RFP Published in Goods & Services Bulletin and Advertised	4/9/2018
RFP Available	4/9/2018
Final Inquiries Due:	4/18/2018 by 2:00 pm EST
Proposals Due:	4/30/2018 by 2:00 pm EST
Anticipated Interviews:	5/14/2018
Anticipated Selection for Negotiations:	5/21/2018

1.2. Eligibility to Respond

- Respondents must have previous experience in the energy industry and in consulting on the development and implementation of at least one plan for Community Choice Aggregation (CCA) for retail customers, pursuant to M.G.L. Chapter 164, Section 134.
- Respondents must be or have on staff a broker licensed by the DPU (i.e. Electric Broker License) to do business in the area served by the local distributor.

1.3. RFP Requirements and Procedures

Stage One: Inquiries

All questions and inquiries concerning this RFP must be submitted in writing no later than 2:00 PM on March19, 2018. Inquiries will not be answered directly. The Town of Harvard will issue an addendum which will address the written questions submitted by the deadline and will be sent to all Respondents on record as having received the RFP. It is the responsibility of the Respondent to contact the Town of Harvard at the e-mail address above prior to the submittal deadline to ensure that the Respondent has received all addenda issued by the Town of Harvard.

Stage 2: Submission of Proposals

Competitive sealed proposals for the services specified will be received by Marie Sobalvarro at 13 Ayer Road, Harvard, Massachusetts 01451 no later than 2:00 PM EST on March 26, 2018, according to the requirements set forth for the format described in Sections 4 of this RFP. The clock in the offices of the Harvard Town Hall shall be considered official. No late submissions shall be considered.

It is mandatory that price and non-price proposals be submitted in separate sealed envelopes. Please submit:

- One original price proposal in a sealed envelope marked in the lower left corner with the words: “Town of Harvard 2018-CCA – Price Proposal” as well as the Respondent’s name.
- One (1) original, one (1) hard copy and one (1) electronic copy of the non-price proposal in a sealed envelope or box marked in the lower left corner with the words: “Town of Harvard-CCA - Non- Price Proposals” as well as the Respondent’s name.

Additional submission information:

- Materials
  - Electronic copy: please make a searchable PDF to facilitate review. This means that a reader could use the Find/Search tool to search for a keyword in the document. The Town of Harvard understands some components of the proposal may not be searchable, such as signed documents that must be scanned in from a hard copy. Please try to make as much of the document searchable as possible.
  - Hard copy: please ensure as much of the document is recyclable as possible. It is preferred that colored paper or other visually distinguishing, recyclable product be used to separate sections, rather than plastic tabs. Three ring binders are preferred to bind the entire document.
- All proposal prices submitted in response to this RFP must remain firm for ninety (90) days following the proposal

opening.

- Changes, modifications or withdrawals of submissions may only be submitted in writing to the Town of Harvard prior to the submission deadline and must be clearly marked, as appropriate, "Correction, Modification or Withdrawal of Proposal of CCA Consulting Services."
- The Town of Harvard does not assume liability for and will not reimburse any costs incurred by any contractor (whether or not selected) in developing responses to this RFP.
- By submission of a proposal, the Respondent indicates acceptance of all terms and conditions of this RFP. Upon finding any omissions or discrepancy in this RFP, each Respondent shall notify the Town of Harvard immediately so that any necessary addenda may be issued. Failure of a Respondent to investigate completely the RFP and/or to be thoroughly familiar with this RFP shall in no way relieve any such Respondent from any obligation with respect to their submission.
- Submission of a proposal shall be deemed acknowledgement that the Respondent is familiar with the Massachusetts Public Records Law, MGL c. 66, § 10 and is bound thereby. Disclosure of any information provided by any Contractor in connection with this RFP shall be in strict accordance with the laws and regulations regarding such disclosure pursuant to MGL Ch. 66, § 10.
- Submission of a proposal shall grant permission to the Harvard Energy Advisory Committee and the Town of Harvard to make inquiries concerning the Respondent to any persons or firms deemed appropriate by the Selection Committee, including any named subcontractors.
- Each proposal will be reviewed for completeness, and incomplete submissions may be rejected without further consideration. Additionally, failure to submit proposals in separate sealed envelopes will result in rejection of the proposal. A proposal will be considered complete if all requested sections and information are included in the proper order. Respondents shall use the prescribed format to indicate their experience and qualifications and describe their approach to implementing a Community Choice Aggregation program for the municipality participating in this RFP.
- The Town of Harvard reserves the right to waive any minor irregularities and formalities in the selection of the vendor for this project.

Stage Three: Selection of Vendor

The Harvard Energy Advisory Committee (HEAC) will review the non-price proposals and will determine which non-price proposals meet the minimum evaluation criteria set forth in Section 4 below. The HEAC will review such non-price proposals, may issue written or in-person questions for clarification, and will then rank the non-price proposals in accordance with the comparative evaluation criteria set forth in the Section 5 below. The HEAC may then conduct interviews with the top ranked Respondents, after which it will adjust non-price proposal rankings if necessary. The HEAC will then open and review the envelopes labeled "Price Proposals" and rank them.

Based upon the HEAC's analysis of both the Price-Proposal and the Non-Price Proposal, the Selection Committee will select the most advantageous proposal, taking into consideration price and all other evaluation criteria set forth in the RFP.

Stage Four: Contract Execution

Following selection of the top-ranked Respondent, Town of Harvard and the vendor will negotiate a Memorandum of Understanding (MOU) that permits the selected vendor to enter into individual agreements with each participating Municipality (Note: MOU to be included in an addendum to this RFP). **If an acceptable agreement cannot be reached, the Town of Harvard on behalf of the Awarding Authorities, may initiate negotiations for an MOU with the second ranked Respondent.**

2. Goals of Community Choice Aggregation

In addition to other benefits, through the purchase of competitively supplied electricity, the participating municipality desires to reduce the greenhouse gas (GHG) emissions of its default electricity supply. Based on the capabilities of the selected vendor and subsequent discussions, the municipality will determine the mix of emissions reductions, prices savings and other benefits it seeks. For the purposes of this RFP, Respondents should assume that, in addition to meeting or exceeding the requirements of the state's Renewable Portfolio Standard (RPS), the participating municipality seeks a default electricity supply that meets the following requirements:

- Maintain competitive pricing ($/kWh) as compared to similar rate structures in effect in other municipalities;
- Delivers and maximizes net reductions in GHG emissions as calculated in comparison to the emissions of the projected utility basic service supply on an annual basis;
- Includes and maximizes the portion of emissions reductions that come from the purchase of Massachusetts Class I-eligible RECs (beyond the requirement of the RPS); and
- Any renewable energy content claimed in the calculation to reduce emissions passes a thorough additionality test (i.e. that the renewable energy would not have been produced in the absence of the REC payments).

In doing so, the participating municipality hopes to increase the level of true emissions reductions as compared to that which results from the default utility supply contracts, support the state's goal of local and regional clean energy production, and reap the non-energy benefits of increased local and regional energy production.
In addition to a default plan, the participating municipality hopes to be in consultations on whether the aggregation plan might include other options for electric customers, including a price-sensitive option and a high-percentage renewable energy supply option. In recognition of pricing concerns, while a high-percentage renewable supply option must meet the additionality test of the default supply, these RECs would not be subject to the Massachusetts Class I-eligibility requirement.

3. Scope of Services

3.1. Conduct Legislative Research

In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry which authorized Community Choice Aggregation (CCA). Retail access to the electricity market commenced March I, 1998. The Respondent shall:

- Analyze the existing legislation and its impact to CCA/supply/energy efforts of the participating municipality;
- Review any subsequent amendments to the legislation and conduct a review of any statutory changes pending within the General Court and any regulatory changes pending at the Commonwealth of Massachusetts Department of Public Utilities ("DPU"); and
- Monitor federal restructuring legislation for potential impacts to the aggregation plan and supply/energy plan

3.2. Develop Aggregation Plan

Respondent shall develop an aggregation plan that meets all statutory and regulatory requirements, as well as the goals of the participating municipality. The Respondent shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Respondent shall also include in the plan:
Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;
Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;
A plan for ongoing customer support including, but not limited to:

- Phone number and email address for customers who have questions about the aggregation and responding to questions received through those avenues in a timely manner;
- Plan to monitoring all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;
- Commitment to attend meetings with municipal officials, as required;
- Plan to provide written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
- Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.

3.3. Secure Approval of Aggregation Plan

Prepare and submit, with municipal approval, the aggregation plan and all required filings with the DOER, the DPU, and any other appropriate state agency. Represent the community in all communications with these state authorities. Ultimately secure approvals from the Massachusetts Department of Energy Resources (DOER) and Department of Public Utilities (DPU).

3.4. Provide Broker Services for Electricity Procurement

3.4.1. Develop a supplier RFP

Develop a Request for Proposals (RFP) for electricity supply for municipal review and approval. The RFP should include, at a minimum, the following key components:

- A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts)
- Services and features desired
- Qualification criteria to have a bid considered
- Criteria used to select the supplier
- Essential provisions of the standard contract with the selected supplier
- The term of service

The Respondent shall ensure when accepting bids from suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.

The Respondent shall assist the participating municipality with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the participating municipality and meets the goals of its Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the needs of the participating municipality, past relationship of the supplier with the participating municipality, and previous work experience with governmental agencies. Nothing herein shall preclude the participating municipality from having outside legal counsel review such a recommendation.

The Respondent shall obtain and verify references for similar supply contracts, if available.

3.4.2. Manage supplier procurement and negotiate the supply contract:

The Respondent shall act as the broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers.
No contract negotiated by the Respondent shall allow the pass-through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the participating municipality. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from National Grid, its successors and assigns. Nothing herein shall preclude the participating municipality from having outside legal counsel review the terms and conditions of any negotiated contract.

3.5. Manage procurements for replacement supply contracts as needed

Act as broker during the procurement process. Provide all necessary technical and legal services during the negotiations with prospective suppliers.

3.6. Perform Customer Enrollment/Transition Process

After approval of the price and term of the agreement by the participating municipality with a supplier, the Respondent shall take all measures to effectuate the transfer of customer data from the local distributor to the new supplier.

3.7. Provide Public Education

For both customer enrollment and post-enrollment, the Respondent shall prepare or cause to be prepared all information and education materials for the general public and for the media, subject to approval of the municipality, as identified in the aggregation plan. The Respondent will also implement or cause to be implemented the public education program as identified in the aggregation plan and as requested, meet with representatives from the media.

3.8. Prepare Required Filings and Reports

The Respondent shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), or any other state agency, if applicable, to contracts executed by the participating municipality officials on behalf of the its residents.

3.9. Manage & Monitor Aggregation Program

The Respondent will administer and provide technical oversight of the Aggregation Program including:

- Monitor and report on compliance by the supplier relative to all contract terms and conditions and resolution of contract issues;
- Transition administration of the "opt-out" process for customers;
- Participation in negotiations with the competitive suppliers and the distribution company serving the participating

municipality as it relates to the procurement of the Aggregation Program;

- Preparation of written reports on the ongoing operations of the Aggregation Program to be submitted on a quarterly basis to the participating municipality and as requested by municipal leadership; and routine updates and attendance at meetings with the participating municipality officials;
- Ensure compliance of the electricity supplier with the contract;
- Conduct ongoing power supply analyses;
- Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;
- Advocate for ratepayers;
- Provide answers to questions from ratepayers; and
- Provide a hotline and web site where ratepayers can seek information related to the Aggregation Program.

4. Submission Requirements

See Section 1.3 for the requirements for submission of both the Price and Non-Price proposals. The following section details the contents of the Price and Non-Price proposals.

4.1. Price Proposal

To be considered responsible and responsive and eligible to submit a proposal for consideration of having the most advantageous proposal, Respondent shall submit their price proposals on the form entitled "Price Proposal Form" that is enclosed herewith as **Appendix A**.

4.2. Non-Price Proposal

Respondents shall submit non-price proposals that include the following requirements:

4.2.1. Required Documents

Each proposal submitted by a Respondent in response to this RFP must be accompanied by the following required items. Town of Harvard reserves the right to reject proposals submitted without these required items:

- Copy of Electric Broker's License
- Cover letter: Stating that proposal prices will remain firm for 90 days after the proposal opening;
- Fully executed forms (See **Appendix B**), which include:
    - Respondent Information Form
    - Contractor Authorized Signature Verification Form
    - Certificate of Non-Collusion
    - Certificate of Tax Compliance (M.G.L., c.62C, §49A)
    - Affirmative Action Plan Form
    - Conflict of Interest Certification (M.G.L. c.268A)
    - Certificate of Compliance with M.G.L. c. 151B
    - Certificate of Non-Debarment

4.2.2. Depth of Project Experience & References

Provide a list of all clients the Respondent has provided similar services to in the past three years or is currently providing similar services to. The preference is for clients for which the Respondent has successfully completed the aggregation, which will be defined as having achieved:

1) Approval of aggregation plan by the appropriate regulatory authority; and
2) Procurement of an energy supply for the municipality (i.e. municipality has contracted with a supplier)

If the Respondent feels it advantageous, they should include in the list projects that were terminated before approval by the regulatory authority and/or before successful procurement of an energy supply. A brief explanation of the reason for their inclusion should be provided.

For each project, please indicate whether the two milestones listed above have been completed and please provide the name and location of the municipality, total population served through the aggregation, and the annual kilowatt-hour demand served.

Please select three (3) of the clients to act as references, and provide the names, phone numbers, and emails (if available). Please also provide a succinct description of the projects (up to a half page each).

4.2.3. Qualifications of Project Team

Respondents should describe projected resource availability for the anticipated duration of the project. This includes identifying and providing the resumes of the key project personnel that will work on the project as well as their anticipated

roles.

Resumes should describe applicable training, education, professional certifications and experience CCA and/or elements critical to designing, implementing and managing a Community Choice Aggregation programs for retail customers, pursuant to M.G.L. Chapter 164, Section 134. These elements include public education, customer support, load profiling, energy brokering, power procurement, and supply contracting, coordination with the Department of Public Utilities (DPU) and Department of Energy Resources (DOER) (or other applicable regulatory agencies). With regard to power procurement, Respondents should describe their knowledge of and experience with renewable energy purchasing, with a focus on the ability to verify the additionality of green power purchases and the calculation of the associated emissions reductions.

Respondents must be equipped to undertake and commence the services specified upon the execution of the Contract. Respondent should note location of the offices from which the services will be managed.

Respondent shall provide certification of no financial interest in any supplier (or affiliate thereof) or in any City contract award other than the compensation disclosed in your response.

4.2.4. Technical Approach to Implementing the Scope Of Services

Describe in detail the work plan and mechanics of how the prospective Respondent will accomplish each task of the Scope of Services. Respondents should expand on the generalized outline of methods contained in the scope with specific details of how the tasks could be best accomplished. Respondent should describe unusual conditions or problems the Respondent believes may be encountered. The respondent's views on the challenges/opportunities of the tasks of this project can be included in this section.

For the response to the Scope of Services section "Provide Broker Services for Electricity Procurement" the Respondent should make a persuasive argument as to whether and how they could procure an energy supply for the participating municipality's default service that will meet the goals described in Section 2. Respondent should address its ability to achieve emissions reductions while maintaining rates and/or reducing rates, and it should address any significant tradeoffs in terms of the effect on rates based on the source of RECs used for emissions reductions.

4.2.5. Optional Services/Extras

At the option of the respondent, propose additional and/or alternate elements to improve the scope of services to improve the ability of the participating municipality to meet the goals of Section 2.

4.2.6. Schedule

Respondent shall include a brief schedule for the completion of the above services and the deliverables, including the proposed start and end dates and intermediate delivery dates.

4.2.7. Legal Proceedings

Respondent shall include a statement of any legal proceedings pending or concluded within the past five (5) years relating to the performance of services by the Respondent.

5. Evaluation Criteria

5.1. Minimum Evaluation Criteria

In order to be considered responsive, a proposal must have the required Price Proposal and all documents required in the Non-Price Proposal section.

5.2. Comparative Evaluation Criteria

All responsive proposals will be evaluated in the following areas based on comparative evaluation criteria for Highly Advantageous (HA), Advantageous (A), or Not Advantageous (NA):

Project Experience	
HA	Respondent has more than 8 similar projects OR more than 5 similar projects in Massachusetts
A	Respondent does not meet criteria of HA but does have 3-5 similar projects
NA	Respondent does not meet criteria of A but does have at least 1 similar project

Qualifications of Project Team	
HA	Respondent's resume(s) demonstrate(s) that Respondent has extensive training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience well beyond the minimum requirements.
A	The Respondent's resume(s) do/does not meet all the criteria of HA, but does demonstrate(s) that Respondent has adequate training, educational background and work experience appropriate to the work described herein and all key work personnel demonstrate(s) professional experience that meets or exceeds the minimum
NA	The Respondent's resume(s) do/does NOT demonstrate that proposer has adequate training, educational background and work experience appropriate to the work described herein

References	
HA	All references say Respondent met or exceeded expectations for the work performed
A	All references say Respondent met expectations for the work performed
NA	One or more references stated the Respondent did not meet expectations

Technical Approach: Design and Approval Process for Aggregation Plan	
HA	Proposal demonstrates exemplary approach supported by multiple examples of aggregation plans meeting or exceeding stated goals.
A	Proposal demonstrates satisfactory approach with at least one example of a previous aggregation plan meeting stated goals.
NA	Proposal demonstrates a less than satisfactory approach, lacking sufficient evidence of a previous aggregation plan meeting or exceeding stated goals

Technical Approach: Procurement of Electricity	
HA	Proposal demonstrates exemplary approach supported by multiple examples of aggregation plans meeting or exceeding stated goals.
A	Proposal demonstrates satisfactory approach with at least one example of a previous aggregation plan meeting stated goals.
NA	Proposal demonstrates a less than satisfactory approach, lacking sufficient evidence of previous aggregation plans meeting stated goals.

Technical Approach: Education, Enrollment and Public Support

HA	Proposal demonstrates an exemplary approach supported by examples of comprehensive public education & outreach plans - including materials, for multiple successfully implemented aggregation plans.
A	Proposal demonstrates a satisfactory approach with at least one example of a complete public education & outreach plan - including materials, for a successfully implemented aggregation plan.
NA	Proposal demonstrates a less than satisfactory approach, lacking sufficient evidence of a complete public education plan and materials, for a successfully implemented aggregation plan.

Technical Approach: Monitoring	
HA	Proposal demonstrates an exemplary and comprehensive approach to monitoring and reporting supported by multiple examples of reports, relevant analyses, with strong evidence of ratepayer advocacy and support.
A	Proposal demonstrates a satisfactory approach to monitoring and reporting supported by an example of reports, relevant analyses, with evidence of ratepayer advocacy and support.
NA	Proposal does NOT demonstrate a satisfactory approach to monitoring and reporting, by multiple examples of reports, relevant analyses, with strong evidence of ratepayer advocacy and support.

Appendix A: Price Proposal Form

The Vendor shall offer a management fee per kilowatt hour ("kWh") that the participating municipality will consider in making an award for the Contract. The price per kWh shall be the complete price for all services and expenses incurred by the Vendor, and shall be paid directly to the Vendor by the supplier of electric power.

Management fee per kWh $ _____

Company _____

Address _____

_____

Signature of Company Official _____

Printed Name _____

Title _____

Phone number _____

E-Mail _____

Date _____

Appendix B: Non-Price Proposal Required Forms

1. Respondent Information Form
2. Contractor Authorized Signature Verification Form
3. Certificate of Non-Collusion
4. Certificate of Tax Compliance (M.G.L., c.62C, §49A)
5. Affirmative Action Plan Form
6. Conflict of Interest Certification (M.G.L. c.268A)
7. Certificate of Compliance with M.G.L. c.151B
8. Certificate of Non-Debarment

1. Respondent Information Form

Respondent Point of Contact: _____

Name of Company: _____

Address: _____

Town, State, Zip Code: _____

Phone: _____ Fax: _____ E-mail _____

Federal tax id# (SSN for individuals): _____

Organizational structure: Corporation: _____ Partnership: _____ Joint venture: _____

Individual/Proprietorship _____ Other: _____

Ownership: Public stock: _____ Privately owned: _____ Non-profit: _____

Minority and women business enterprise information (check as appropriate):

Minority owned: _____ Women owned: _____ Owned by person with disability: _____ Small

Business: _____ SDO Certified: _____

I have read, understand, and agree to comply with the terms and conditions for providing Energy Management Services to the Awarding Authority as stated in the Town of Harvard Request for Proposals (RFP). Furthermore, I hereby certify, under penalties of perjury, that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature Date

If applicable, fill in the following:

I acknowledge receipt of Addendum No(s). _____, dated _____.

2. Contractor Authorized Signature Verification Form

Corporations

1. **Authorization.** Attach a copy of a board of directors corporate resolution that each signatory is authorized to execute contracts and other documents and legally bind the corporation, **AND**
2. **Notarization.** Attach a notarized copy of each signatory's signature.

Partnership, Joint Venture or other non-corporate Entities

1. **Authorization.** Attach documentation for each signatory of authorization to execute contracts and other documents and legally bind the partnership or other non-corporate entity, **AND**
2. **Notarization.** Attach a notarized copy of each signatory's signature.

Individual/Proprietorship

1. **Official Sample of Signature.** Attach a copy of a driver's license, social security card or other acceptable official form or identification containing the authorized signatory's signature, **AND**
2. **Notarization.** Attach a notarized copy of each signatory's signature.

THIS SECTION MAY BE USED FOR NOTARIZATION

_____
SIGNATURE: (as it will appear on documents)

_____
PRINTED NAME:

_____
PRINTED TITLE:

_____
DATE:

On this_____day of_____, 20__, before me, the undersigned notary public, personally appeared_ _____(name of document signer), proved to me through satisfactory evidence of identification, which were_____, to be the person whose name is signed on the preceding or attached document in my presence.

_____(official signature and seal of notary)

3. Certificate of Non-Collusion

The undersigned certifies, under penalties of perjury, that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

4. Certificate of Tax Compliance

To: The Town of Harvard

Pursuant to Massachusetts General Laws (MGL) c. 62C, § 49A, I certify under the penalties of perjury that the Respondent named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

5. Affirmative Action Plan Form

IN WITNESS WHEREOF, the undersigned certifies that, under the pains and penalties of perjury, pursuant to Executive Orders 227 and 246, as an employer it is committed to non-discrimination in employment and if awarded this contract shall also be committed to procure commodities, services and supplies from certified minority and women-owned business enterprises, businesses owned by individuals with disabilities and businesses owned and controlled by socially or economically disadvantaged individuals, both in the performance of contracts with the Commonwealth of Massachusetts and in the performance of its business generally.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

6. Conflict of Interest Certification

The Respondent hereby certifies that:

1. The Respondent has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this RFP.
2. No consultant to, or subcontractor for, the Respondent has given, offered, or agreed to give any gift, contribution, or offer of employment to the Respondent, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Respondent.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Respondent has been retained or hired to solicit for or in any way assist the Respondent in obtaining a Contract pursuant to this RFP upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Respondent.
4. Respondent understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws (M.G.L.), applies to the Respondent and its officers, employees, agents, subcontractors, and affiliated entities with respect to the transaction outlined in the Request for Proposals.
5. Respondent understands that the Respondent and its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

7. Certificate of Compliance with MGL c. 151B

The Respondent hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein. The Respondent also hereby certifies that it shall comply with any and all applicable State Office of Minority and Women Business Enterprise Assistance (SOMWBA) thresholds that have been established in conjunction with this Request for Proposals.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

8. Certificate of Non-Debarment

The Respondent hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Respondent shall inform the Town of Harvard and involved municipality within one (1) business day of such debarment, suspension, or prohibition from practice.

_____
(Name of Respondent)

_____
(Address of Respondent)

_____
(Telephone Number)

By: _____
(Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(DATE)

Select Board
Minutes
Tuesday, June 5, 2018 at 7:00pm
Town Hall Meeting Room, 13 Ayer Road, Harvard, MA

The meeting was called to order at 7:00pm by Chair Lucy Wallace in the Town Hall Meeting Room. Selectmen Ken Swanton, Kara Minar and Stu Sklar were in attendance as well as Town Administrator Tim Bragan.

National Grid Pole Hearing - 69 Whitney Road
Design Engineer Kim Tavallaimola from National Grid explained they need to install two new poles to address low hanging wires. She confirmed the DPW Director instructed them to move poles back 4 feet from edge of pavement.

Abutter questions
John Green, 69 Whitney Road, is the property owner for this request. He explained the lines started sagging after the Halloween storm of 2010. They have been trying to get this rectified since then and he is happy this is finally being taken care of. He asked to have pole 20-1 replaced as it is splintered and damaged. He asked if trees in the area would be pruned or taken down. Tavallaimola said some tree trimming will be necessary and National Grid will take care of it. She also confirmed Green will be notified when the work is to be done and when any power interruptions will occur.

On a Swanton/Sklar motion, the board voted to close the hearing.

On a Minar/Swanton motion, the board voted unanimously to approve National Grid to install 2 SO POLES on Whitney Road beginning at a point approximately 620 feet southeast of the centerline of the intersection of Littleton Road.

Wallace informed Tavallaimola about a dead tree on Cruft Lane. Minar asked National Grid take a look at a pole on the roadway into the high school.

Community Choice Aggregation
Energy Advisory Committee (HEAT) Chair Brian Smith distributed a summary of the community choice aggregation broker selection process. The broker assists the town in deciding whether to move forward towards a CCA Program by providing expertise and guidance on the issues and implementation of the program. Smith confirmed the Energy Advisory Committee has voted unanimously to select Colonial Power Group. HEAT conducted reference checks and subsequent interviews prior to voting in favor of their proposal. On a von Loesecke/Minar motion, the board voted unanimously to approve selection of Colonial Power Group as aggregator and authorize chair to sign contract when prepared.

Citizen proposal for a Tick Borne Disease Prevention Committee
Residents Tim Schmoyer, Adam Rypinski and Mark Buell came forward to propose a citizen-led effort to make a positive contribution to prevention of tick-borne diseases. They are proposing establishment of a committee that will focus efforts on education and sharing information with the public. As part of their effort an integrated pest management plan would be implemented and include five elements; risk assessment/biology, pest surveillance, control, monitoring/sustainability and adaptive management.

TOWN OF HARVARD

CONSULTANT AGREEMENT FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM AND ENERGY-RELATED SERVICES

This Consultant Agreement is made and entered into this 1st day of July, 2018, by and between the Town of Harvard ("Town"), a municipal corporation having its principal place of business at 13 Ayer Road, Harvard, MA 01451 as represented by the Board of Selectmen acting for and on behalf of the Town who signs these presents in its official capacity and incurs no liability in its individual capacity, and Colonial Power Group, Inc., having its principal place of business at 277 Main Street, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: The scope of services to be performed by the Consultant shall be all of the services contained in and reasonably inferable from the Request for Proposals (RFP), named Community Choice Aggregation Consulting Services, issued in or about April 2018, for an Aggregation Program as supplemented and amended by any written addenda issued, and any proposal submitted by Consultant in response thereto ("Proposal"), all of which are incorporated herein by reference and which, together with this signed Agreement, are collectively referred to as the "Contract" or "Agreement" provided that in the event of any conflict or inconsistency in and between the terms of the RFP and the Proposal, the terms resulting in the better quality and greater quantity of services reasonably determined by the Town, shall control. In addition to, and not in limitation of, any standards set forth in the RFP or Proposal, Consultant shall perform its services using its best efforts, and with reasonable diligence and reasonable care.

The Consultant shall fully cooperate with and assist the Town and its agents in connection with the preparation of an aggregation plan and, if applicable, energy plan under M.G.L. c. 164, § 134, including without limitation meeting with representatives of the Town at such times and with such frequency as reasonably necessary; preparing such plans in consultation with the Town and Massachusetts Department of Energy Resources (DOER); soliciting approval of such plans from the Massachusetts Department of Public Utilities (DPU) and the Town's consumers; and preparation of a public-education program regarding such plans. The Consultant represents and warrants that it is an electricity broker licensed by the DPU; that it is thoroughly familiar with all laws and regulations of the Commonwealth of Massachusetts addressing electricity aggregation, as well as the "Guide to Municipal Aggregation in Massachusetts" published by DOER; and that it shall perform all services under this Agreement in accordance with such laws and regulations, as well as all other applicable laws and regulations.

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Scope of Services which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, the Consultant and the Town agree, understand and recognize that pursuant to and for the purposes of M.G.L. c. 149, § 148B, the Consultant is an independent contractor, and, therefore: (1) Consultant

is free from the Town's control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the Town; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the services to be performed by Consultant hereunder.

APPLICABLE LAW: This Agreement shall be subject to and construed in accordance with all applicable laws and regulations of the Commonwealth of Massachusetts shall control in the event of a direct, irreconcilable conflict between the provisions of such laws and regulations and the provisions of this Agreement.

PAYMENT TERMS AND SCHEDULE: The Consultant shall, during the term of this Agreement, receive a price of .001 per kilowatt hour (kWh) for each kWh purchased by a participating consumer under the Town's aggregation plan. Said price per kWh shall be the complete price for all services furnished and all expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. The Town shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Notwithstanding the foregoing, the Town may, before the execution of any contract with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its plan of aggregation, and in such event, terminate this Agreement without any liability. In the event the Town enters into a contract with a Competitive Supplier, nothing in this Agreement shall prevent the Town from terminating such contract with the Competitive Supplier and, thereafter, this Agreement without any liability.

TAX COMPLIANCE: The Consultant, by signing this Agreement, hereby certifies under penalties of perjury, in accordance with M.G.L. c. 62C, § 49A, that it has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

UNEMPLOYMENT CONTRIBUTION: The Consultant complies with all laws of the Commonwealth of Massachusetts relating to unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT; NON-COLLUSION: The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder; and that its bid or proposal, if any, submitted in response to the any solicitation culminating in this Agreement was made and submitted in good faith and without collusion or fraud with any other person (as used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals).

INDEMNIFICATION: In addition to all other rights and remedies available to the Town, Consultant agrees as follows: The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the Town, its officers, agents and employees from

and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the Town may sustain which arise out of or in connection with the performance of this Agreement by the Consultant, its employees, agents or other persons acting on Consultant's behalf or for whom Consultant is responsible, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification obligation. The Consultant further agrees to reimburse the Town for damage to the Town's real or personal property caused by the Consultant, its employees or agents, unless damage is caused by the Town's gross negligence or willful misconduct. After prompt notification of a claim by the Town, the Consultant shall have a reasonable opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The Town shall not be liable for any costs incurred by the Consultant arising under this paragraph.

INSURANCE: The Consultant shall maintain, during the full term of this Agreement, the insurance set forth below. Such insurance shall be written on an occurrence basis, be primary and non-contributory, and shall provide by endorsement that the Town is added as an additional insured to the General Liability policy, that Consultant waives rights of subrogation, and that the Town shall receive advance written notice of any cancellation of any such insurance policy.

General Liability
$2,000,000 per occurrence
$4,000,000 aggregate

Workers' Compensation Insurance
$1,000,000 employer's liability limit

Professional Liability Insurance
Minimum Coverage $1,000,000 per occurrence

Prior to commencement of any work under this Agreement, the Consultant shall provide the Town with Certificates of Insurance which include the Town as an additional named insured and which include a thirty day notice of cancellation to the Town.

ASSIGNMENT PROHIBITED: The Consultant agrees that it will not be permitted to assign, subcontract or underlet the Agreement, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Board of Selectmen.

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing and signed by officials with authority to bind the Consultant and the Town.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that any failure of Consultant to perform, timely and properly, all services required by this Agreement, such as, without limitation, Consultant's abandonment or delay of services, or Consultant's failure to supply required reports after the date of execution of this Agreement, shall be a breach of this Agreement for which the Town may terminate the Agreement under the provision for termination

below. The Town may, in the event of such termination, or in lieu of termination but without waiver of its right to terminate the Agreement, and by whatever legal remedies are available to it, complete or cause to be completed, the work or services not performed (or not properly or timely performed) by Consultant, and the Consultant shall be responsible for the entire cost of the Town's completion of such work or services. Consultant shall forthwith pay such costs to the Town, as well as any and all losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of completing such work or services. In such event, except as may be required by law, the Town shall have no obligation to have such work and services performed at the lowest price.

PROCUREMENT ERRORS: If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the Town, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction, this Agreement may be voided by the Town without liability. The Town makes no representations concerning the applicability or inapplicability of any procurement or bidding laws to this Agreement.

TERMINATION: This Agreement shall expire on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated earlier under this Section upon prior written notice to the Consultant, or in accordance with any other provision of this Agreement allowing for termination, or as may otherwise be permitted by law; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement shall be sufficient cause for the Town to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant, which 5-day period shall not constitute a cure period.

SEVERABILITY: The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect, unless such invalidity materially and adversely affects an essential purpose of this Agreement, in which event the entire Agreement shall be deemed invalid.

ENTIRE AGREEMENT CLAUSE: The Town and the Consultant agree that this Agreement and its attachments constitute the entire Agreement between the Town and the Consultant, and no other binding agreement exist other than those incorporated herein.

DURATION OF CONTRACT: It is agreed the duration of this Agreement shall be 3 years with options to renew/extend for an additional 3 years. These options are exercisable solely at the Town's discretion. It is understood and agreed that there is no financial contractual obligation of the Town in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

IN WITNESS WHEREOF, the said Consultant, and the said Town hereto set our hands and seals.

COLONIAL POWER GROUP, INC.
BY:

Mark Cappadona, President

Date: 6/13/18

FOR THE TOWN OF HARVARD
BY ITS BOARD OF SELECTMEN:

Lucy Wallace, Chair

Alice Von Loesecke, Vice Chair

Kara Minar, Clerk

Ken Swanton, Member

Stuart Sklar, Member

Date: 6/13/18

Select Board
Minutes
Tuesday, July 10, 2018 at 7:00pm
Town Hall Meeting Room, Harvard, MA

The meeting was called to order at 7:00pm by Chair Lucy Wallace at the Town Hall. Select Board members Ken Swanton, Kara Minar, Stu Sklar and Alice von Loesecke were in attendance as well as Town Administrator Tim Bragan, Assistant Town Administrator Marie Sobalvarro and Executive Assistant Julie Doucet.

Westward Orchards – One –day liquor license hearing
Lucy Wallace opened the hearing by reading the legal notice. The one-day liquor license request is for a farm to table gathering to be held on Saturday, July 21st. Kerri Green from Westward Orchards was present. She explained the caterer hired with be preparing food with orchard grown ingredients. They will offer beer, wine and hard cider. This is a ticketed event for food and beverage but no entertainment. Green said the orchard is beginning to expand their business by trying other revenue sources such as farm to table gatherings.

On a Minar/Swanton motion, the board voted unanimously to close the hearing.

On a Swanton/Minar motion, the board voted unanimously to grant one day license to Westward Orchards.

Minutes
On a Von Loesecke/Swanton motion, the board voted unanimously to approve minutes of 6/19, as presented.

New Appointments
Council on Aging
CoA Chair Beth Williams introduced Guy Oliva and recommended him for appointment to the CoA board. Oliva is retired and now has time to volunteer. On a Sklar/von Loesecke motion, the board voted unanimously to appoint Guy Oliva to the CoA board.

Elderly & Disabled Taxation Aid Committee & Energy Advisory Committee
On a Sklar/Minar motion, the board voted unanimously to appoint Marie Sobalvarro the Elderly & Disabled Taxation Aid Committee and Ellen Sacks Leicher to the Energy Advisory Committee.

Election officials
On a von Loesecke/Swanton motion, the board voted unanimously to appoint democratic, republic and unenrolled election officials as presented by the Town Clerk.

Annual re-appointments
On a von Loesecke/Swanton motion, the board voted unanimously to re-appoint Mario Cardenas to Elm Commission and Paul Green to the Energy Advisory Committee.

Appointment modifications
On a Swanton/von Loesecke motion, the board voted unanimously to appoint Aron Clark to a three year term on Historical Commission from alternate, change Bill Johnson's term expiration to 2019 on the Community Cable Access Committee and Forrest Hodgkin's appointment from associate on Energy Advisory Committee to a regular term.

Marlene Kenney
Town Clerk
True Copy Attest

Town administrators report

Bragan announced the Attorney General has approved Articles 4 (amend Article #8 COA Bylaw numbering), 24 (Amend Code of Harvard Ch62 Licenses and Permits), 33 (Marijuana), and 34 (Groundwater Protection Overlay).

Bragan reported the Town did not receive the Complete Streets funding as there were more applications than they had funding for.

Bragan informed the board of a possible Zoning Bill (House and Senate) regarding the potential of loss of Zoning Legislation and impose "state-set zoning standards" and "override local decision-making ". This is all circulating around amendments to the Governor's focused zoning legislation (H. 4290).

Bragan said with the US Supreme Court ruled on Agency Fees being unconstitutional he has notified our unions (Police and DPW) and that if there were any personnel paying an agency fee that we would stop in July however he is unaware of any in either union.

Bragan will review potential impact of the "Grand Bargain" recently passed by the Governor. This impacts Paid Family leave and the minimum wage however it does not affect Cities and Towns unless their legislative body adopts it.

Bragan informed the board that our web-site platform provider VTS (Virtual Towns and School) was acquired by CivicPlus. He plans to monitor this situation closely to see if there are any significant changes.

Bragan reported the Personnel Board met this morning regarding the placement of the Economic Development Director and Facility Management positions within our personnel system and did not finalize it today. They will be meeting again possibly next Tuesday morning to finish this. Once they do Ihewill have Marie send an email out to let the board know what the final determination was.

Bragan said the Finance Director continues to work with the bonding people to have everything to you at the August 14th meeting for signatures. The OPM and Superintendent are continuing to push the MSBA to get the Project Funding Agreement documents finalized. On a Minar/Sklar motion, the board voted unanimously to allow Lucy Wallace as Chair or Alice von Loesecke as Vice Chair to sign on behalf of the board.

Bragan announced the Pond Committee will be holding a meeting on July 23rd regarding the proposed "Turf Field" near the pond. Everyone is invited as they will be learning about the project and exploring issues as well. This subject will eventually come before the Select Board.

In a meeting with the Superintendent of School, Bragan was informed the school is bringing the cleaning of the schools back in house and will be hiring janitors for the start of this fiscal year. They discussed several issues and the school is supplying all of the funding for the positions and benefits. Superintendent Dwight asked if the voting location for the September 4th could be moved to another location to avoid having a half day or closing school. Bragan said a change in location would require approval from the Elections Division of the State and the only possible sites, but not ideal, are Town Hall, Fellowship Hall and possibly the Catholic Church basement. The board was not in favor of moving the location. They suggested the school consider bag lunch day or moving voting into the gymnasium. Bragan will follow up with the school department.

Bragan announced the Finance Committee is meeting tomorrow night and this will be the first time in 40 years that Steve Colwell will not be on the committee. He extended his sincere thanks to him for his 40 years of service to the Town.

Bragan announced the employee appreciation cookout will be held on Wednesday, August 8, 2018 from 12:30 to 2:30 on the porch of the Hildreth House.

Bragan will prepare an application to CPC for the old library roof.

He also noted a film crew came to Town Hall today and are interested in possibly shooting a Little Women remake in town. They are interested in the Town hall, common and General Store.

Horse Meadows Knoll Conservation Restriction

Conservation Trust member Tom Cotton and Christa Collins from the Sudbury Valley Trustees were in attendance. Cotton said the trust is delighted to partner with the Sudbury Valley Trustees on the permanent protection of the Horse Meadows Knoll property. The property will have specific areas open to the public. The board members expressed their approval and gratitude for the efforts made to protect this piece of property. On a Swanton/Minar motion, the board voted unanimously to approve the conservation restriction.

Harvard Lion's Club – Volksfest

On a Sklar/Swanton motion, the board voted unanimously to approve entertainment and one day licenses for the Volksfest on Sept. 8th.

Eagle Scout proclamation

The board members congratulated Ethan Graham on achievement of Eagle Scout. On a Minar/Swanton motion, the board voted unanimously to sign proclamation for Ethan Graham.

Marijuana Community Host Agreement

The board members offered some suggested revised language. Minar asked if agreements could be specific for medical, retail or commercial. They discussed allowable terms for the agreement to be a maximum of five years and include the term in the agreement document. Bragan will incorporate their comments for further discussion.

Public Communication

Julie Snyder, 97 Woodside Road, is upset she was unable to purchase a discounted senior sticker for the Transfer Station because she does not have a vehicle registered to the senior living in her home. She has been able to make this purchase in the past. Snyder has a loan on her vehicle therefore having the registration changed is not easy and it is her husband who is the senior in her household. She asked the board to consider this situation with respect to the rules and regulations that have been set.

Dennis Rossi, 8 Harris Lane, was also upset he was unable to purchase two senior stickers this year. He is the senior but his wife is not. He said the Town Hall staff was very cordial and nice however the new policy requiring the name and address on each registration is very inconvenient. Rossi said he has been able to allow another vehicle to enter the Transfer Station with him that did not have a sticker. He is asking the Select Board to change the rule allowing a senior who is married two stickers for $35.

Bragan noted the policy is not new however it was not enforcing correctly in the past.

Beth Williams, 3 Granite View Lane, said the Transfer Station issue hit Next Door Harvard (social media neighborhood network) and has become a major topic of discussion at the Council on Aging meetings. She noted the Town Clerk's office has the ability to confirm if a senior lives in a household in town.

Strategic Plan draft

Wallace and Swanton worked on a draft document. Von Loesecke offered to use the draft as a guide to defining the town's overall vision. She will then outline actionable items that would be Select Board goals for the coming year. The board will review at their next meeting. Von Loesecke and Minar also want to incorporate timeframes.

Permanent Building Committee charge

The draft charge was reviewed. Minar strongly recommended having an Energy Advisory Committee member on the committee however others felt a liaison role was sufficient such as the Planner's role on the committee. The draft charge was revised to include the committee will seek advice from other members of town staff such as the Planner, Procurement Officer/ Town Administer and liaisons from other town committees will serve as non-voting

member. On a Swanton/von Loesecke motion, the board voted unanimously to approve charge with amendments.

Transfer Station Rules & Regulations

Swanton asked for this topic to be on the agenda. He had a similar experience as the two residents who spoke during public communication. His issue is with the senior discount only being given to a senior who has a vehicle registered in town. This rule affected him to only be eligible for one sticker instead of the two he had received in the past because his wife is not yet 65. Town Administrator Tim Bragan noted the regulations had not changed however past interpretations of the regulations was incorrect. Swanton asked the Select Board members to consider amending the policy as written. After some discussion, the board decided to amend their policy to allow for one senior discount sticker per household if a senior is residing there regardless of registration.
On a Minar/von Loesecke motion, the board voted unanimously to approve policy as amended.

Municipal Vulnerability Program (MVP)

Harvard Energy Advisory Committee (HEAC) member Eric Broadbent came to discuss the next steps in the grant process. Broadbent explained the initial grant amount is $35,000 with a secondary amount available for up to $500,000 to be used for development of an actual mitigation plan. Broadbent indicated to complete the scope of the contract a consultant is necessary. He is asking for town assistance to form a core group to coordinate the consultant selection process. He suggested the DPW Director, Fire and Police Chiefs, Land Use Administrator, Select Board member, Agricultural Commission member and an HEAC member. Broadbent noted a vetted list of consultants has been created. Wallace wondered if this could be handled by the Energy Advisory Committee with consultation from town professionals when necessary. Broadbent recommended a team different from the HEAC however if the HEAC can expedite the process by forming a sub-committee he is agreeable to that. He did admit the HEAC is a busy committee. Formation of a committee to handle oversight of the program after the consultant is hired will be decided at a later date.

Electric Aggregation

Sobalvarro explained the Community Choice Power Supply Program Aggregation Plan was developed in consultation with the Town's aggregation implementation consultant, Colonial Power Group. The plan must now be advertised for 15 days allowing for public input. After the 15 days the plan will then be submitted to the Departments of Energy Resources and Public Utilities for their approval. Broadbent said this could take up to nine months. Once the plan is approved notice will go out requesting power contracts. Colonial Power will help with that process as well. On a Minar/von Loesecke motion, the board voted unanimously to approve the Community Choice Power Supply Program as amended.

Selectmen Reports

Swanton announced his resignation. He explained he will be moving out of town and felt resigning now was the right thing to do.

The meeting was adjourned at 10:00pm.

Documents referenced:
Westward Orchards – application dated 6.6.2018
Volunteer forms: Olvia dated 6.7.2018, Sobalvarro dated 5.29.2018 & election officials dated 7.3.2018
Horse Meadows Knoll conservation restriction – dated 7.2.2018
Lions Club – Volksfest – application dated 6.13.2018
Permanent Building Committee draft – dated 6.12.2018
Eagle Scout proclamation request – dated 6.13.2018
Community Aggregation Plan – dated 7.2.2018

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The 1st Quarter FY19 Preliminary Real Estate & Personal Property Taxes are Due Wednesday...

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Click **here.**

Harvard Officials release the Town's Community Choice Power Supply Program Aggregation Plan »

The Town of Harvard developed the Aggregation Plan in compliance with Massachusetts law regarding public aggregation of...

Wood Chips Available »

Wood Chips Available The DPW has a large amount of wood chips available at the DPW garage for anyone...

BLACK BEARS ACTIVE AND SEEKING FOOD »

An important message from the Massachusetts Division of Fisheries & Wildlife:

Harvard Officials release the Town's Community Choice Power Supply Program Aggregation Plan

POSTED ON: JULY 11, 2018 - 11:48AM

The Town of Harvard developed the Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's Plan. The Plan has been developed in consultation with the Town's aggregation implementation consultant, Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 6,500 consumers. Furthermore, the Town seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities and the amount of renewable energy procured. However, savings cannot be guaranteed. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (DPU). Click **here** to view the plan.

Public Review and Comment Period

The Town of Harvard's Aggregation Plan is available for public review and comment from Wednesday, July 11, 2018, at 9 a.m. through Tuesday, July 31, 2018, at 5:00 p.m.

Any person who desires to comment may do so in person at the Town Clerk's office or submit written comments using one of the following methods: (1) by e-mail to **msobalvarro@harvard.ma.us**; or (2) by postal mail to the address below.

Comments must be clearly marked Town of Harvard's Aggregation Plan and must be received (not postmarked) by the end of the comment period in order to be addressed.

From: edevilla@aol.com
Sent: Sun, Jul 15, 2018 10:58 AM
To: Marie Sobalvarro
Subject: Town of Harvard's Aggregation Plan Comments

Hello Marie,
This is Liz deVillafranca
89 Slough Road

These are my comments and questions for the Aggregation Plan:

- Consutant:
  - The plan mentions a consultant - who is this and what are their qualifications? What if they do not get a 97% participation rate as suggested? I do volunteer work with elderly clients and they are constantly getting calls to change their electricity suppliers. And they do! What will keep the elderly (and others) from simply changing to a new provider every few months? Will the kWH rate to fund the consultant change if the participation rate is too low?
- Source
  - It says the supplier will source RECs from the New England Power Pool but they may not. Since you also note they want the best price and environmental benefit that could mean they buy power from cheap coal producers which purchases its RECs from Texas wind. If you only care about price, that works. But you are keeping coal in business and supporting out of state renewables.
  - How will the bids be weighted? Will they be judging 50/50 on price and environmental benefits or will one be weighted higher?
  - Will New England-based RECs get higher weight even if the generation charge is more expensive?
  - Will they prioritize cleaner generation over price?
  - Most generation in New England, (about 50+%) is from natural gas. Next is nuclear at 23%. Then hydro, renewables (5-7%), oil and coal. It varies depending on the season and time of day, but that's about average.
- Price
  - Will there be price caps? How often will the price be adjusted?
  - Utilities go before the DPU twice a year to set prices. There were some competitive suppliers which offered a set price for three months then a variable one each month thereafter. In the winter especially, there can be crazy price swings in generation costs at the wholesale level which affect retail prices. If they are adjusting month by month vs. spreading it out, our bills could be wild and all over the place. This has happened and people get sticker shock with the price swings.
  - Even if the supplier makes only annual adjustments we could see a big leap in per kWh price over the previous year, especially if we had a tough winter and they had to buy on the spot market.
- Rationale
  - It says they are aggregating 6,500 customers. This is not a lot of customers for National Grid. They buy for a lot more customers and have government oversight. Why not just stick with NGrid? How much money do you think we will save with this program?

Thank you for considering my comments.

Liz deVillafranca

From: Ellen Sachs Leicher <eslassoc61@aol.com>
Sent: Thu, Jul 19, 2018 3:47 PM
To: Marie Sobalvarro
Subject: Town of Harvard's Aggregation Plan

Marie,

In response to the Select Board's meeting on the Town of Harvard's Aggregation Plan and the document that is housed on the town website, I have the following comments to submit:

Surveys of the town residents has always put the environment at the forefront as to why we all live in Harvard. Although the aggregation plan will bring the residents economic savings, the reason many of us wanted the Aggregation plan was to move to 100% green energy and help the state meet it's greenhouse reduction goals. I do not see that this is reflected well in the proposal or the comments made by the Town Administrator at the last Select Board meeting. It is expected that the 100% renewable energy option will be lower in cost than the current energy provider, National Grid. I recommend that the "green energy" option be the standard offering to residents, who can still chose to opt out of the plan to other alternatives that will be offered or purchase their energy elsewhere. I understand there are those in need of saving on their energy costs more than the green option may offer, and that option will exist for them. But as a selling point, the 100% green energy option is the town's way of listening to the residents and reflecting what our residents have stated time and time again — the environment matters.

Thank you.

Ellen Sachs Leicher
58 Warren Ave

From: Linda Davis <davislindah@gmail.com>
Sent: Mon, Jul 23, 2018 9:17 AM
To: Marie Sobalvarro
Subject: Town of Harvard's Aggregation Plan

Dear Ms. Sobalvarro:

As a 22-year resident of Harvard, I have long admired the town's commitment to the environment through its Conservation Commission and other efforts. I am aware of the CCA, and believe that this is the best way to serve the town and its environment. I understand that Harvard will have the option to select a default plan.

This is to state my strong preference that the town choose more, not less, renewable energy-- a course more important than ever since Trump's disastrous decision to withdraw the country from the Paris Climate Accord. I know that many towns have successfully selected renewable energy plans as their default, and I believe that the default plan should be green--ideally, 100 percent renewable energy. It is sustainable and it is the only thing that makes sense to me.

A commitment to renewable energy is the only plan I would support. I do not want a low-cost alternative.

I hope that you will support such a default plan.

Yours sincerely,

Linda H. Yanikoski
69 Lancaster County Rd.
Harvard, MA 01451

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

COMPETITIVE ELECTRIC SERVICE AGREEMENT

PREPARED BY

COLONIAL POWER GROUP, INC.

WHEREAS, the Massachusetts Legislature has adopted Chapter 164 of the Electric Utility Restructuring Act of 1997, ("Restructuring Act"), which, *inter alia*, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, the Town of Harvard ("Town") has developed a Community Choice Power Supply Program ("Program") to aggregate consumers located within the Town and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the Town has received approval of its Program from the Massachusetts Department of Public Utilities ("Department") in D.P.U. 18-97;

WHEREAS, Competitive Supplier, a State corporation duly authorized to conduct business in the Commonwealth of Massachusetts ("Competitive Supplier"), desires to provide All-Requirements Power Supply to consumers located within the Town, pursuant to the terms and conditions of the Town's Program and this Competitive Electric Service Agreement (ESA); and

WHEREAS, the Town desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Basic Service for consumers within the Town.

NOW THEREFORE, IT IS AGREED THAT, the Town and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

ARTICLE 1 DEFINITIONS

Capitalized and in bold type terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Delivery.

1.2 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, *provided that*, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

1.3 Basic Service - As defined in M.G.L. c. 164, § 1 and in orders of the Department, as amended or promulgated, as the case may be, from time to time.

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations.

1.5 Competitive Supplier - _____, a _____ corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Competitive Supplier's Guarantor - _____.

1.7 Credit Rating - With respect to the Competitive Supplier or Competitive Supplier's Guarantor, its senior unsecured, unsubordinated long-term debt rating, not supported by third party credit enhancement, and if such debt is no longer rated, then the corporate or long-term issuer rating of Competitive Supplier or Competitive Supplier's Guarantor; *provided, however*, that the standing guaranty of _____, in favor of Competitive Supplier's Guarantor, shall not be considered to constitute "third party credit enhancement" for purposes of this definition.

1.8 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

1.9 Department - The Massachusetts Department of Public Utilities or any successor state agency.

1.10 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.11 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.12 Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, at one or more locations within the geographic boundaries of the Town. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Town; as such boundaries exist on the Effective Date of this ESA.

1.13 ESA - This Competitive Electric Service Agreement.

1.14 *Force Majeure* - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Town may not be asserted as an event of *Force Majeure* by the Town; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

1.15 General Communications - The type of communications described and defined in Article 5.6 herein.

1.16 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Town.

1.17 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.18 Green Power – Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as may be defined by M.G.L. c. 25 A, § 11F, § 11F1/2, or M.G.L. c. 164, § 1, or, that may be otherwise added by mutual agreement of the Parties.

1.19 ISO-NE - The New England Independent System Operator, or such successor or other entity which oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

1.20 kWh, kW - Kilowatt-hour and kilowatts, respectively.

1.21 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Town.

1.22 NEPOOL - The New England Power Pool.

1.23 New Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date.

1.24 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Town, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

1.26 Parties - The Town and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.27 Plan - Harvard's Community Choice Power Supply Program as adopted or amended by the Town from time to time, and as approved by the Department on _____ in D.P.U. 18-97. The Aggregation Plan is a plan developed by the Town to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

1.29 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

1.30 Program - Harvard's Community Choice Power Supply Program, under which, the Plan is described and implemented.

1.31 Regulatory Event - A change in a Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, that have a material effect on the services and transactions contemplated by this ESA. A "change" as used herein includes without limitation any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation.

1.32 Retail Price - As set forth in Exhibit A.

1.33 Service Commencement Date - The Participating Consumers' first meter read dates for the month of _____, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.34 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the geographic boundaries of the Town change during the term of this ESA, Competitive Supplier shall only be obligated to supply All-Requirements Service to those Participating Consumers located within the Town as such boundaries existed on the Effective Date of this ESA. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Town shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Town agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent such errors are caused by errors or omissions in the information provided to it by the Local Distributor.

2.2 AGENCY RELATIONSHIP

The Town is authorized to act on behalf of the Eligible Consumers in contracting for electric supply for such Eligible Consumers, and is authorized to act as agent for all Participating Consumers. The Town and Competitive Supplier agree and understand that Participating Consumers shall be principals under this ESA and shall have privity of contract with Competitive Supplier; *provided, however*, that in any litigation arising under this ESA, only the Town, as agent for the Participating Consumers, has the right to bring claims against the Competitive Supplier.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission (FERC), the Department, Massachusetts Attorney General (AG), and the Massachusetts Department of Energy Resources (DOER) and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA.

2.4 CONDITIONS PRECEDENT

The Town's obligations under this ESA shall be conditioned upon the Competitive Supplier, or, with respect to (c) and (d) below, Competitive Supplier's wholesale power marketing affiliate, fulfilling the following requirements:

a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
b) execute a Competitive Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
c) execute any appropriate ISO-NE applications and agreements;
d) obtain authorization from the FERC to sell power at market-based rates; and
e) complete EDI testing with Local Distributor.

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, either Party may terminate this ESA without any liability to the other Party.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges that the Town shall have exclusive ownership of all right, title, and interest in and to all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as a result of execution of this ESA. Competitive Supplier shall use Eligible Consumer data solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Town is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with affiliates and third-party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such vendor of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, Competitive Supplier shall not disclose any Eligible Consumer data to any third-party that has not executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties, and Competitive Supplier shall take Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. Notwithstanding the foregoing, the Parties agree that contract employees and entities with which Competitive Supplier contracts to provide contract employees shall not be deemed third parties for purposes of this Section 2.5. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier have access to or make use of any Eligible Consumer data, Competitive Supplier shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to M.G.L. c. 164, § 134 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such New Consumer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program ("Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently state all charges to be assessed by the Competitive Supplier; (ii) provide a summary of the prices and terms included in Exhibit A as well as fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. All such notices must be approved in advance by the Town, such approval not to be unreasonably withheld.

The above procedures also apply to New Consumers that are subsequent to the initial enrollment; however, it is the responsibility of the Competitive Supplier to request the subsequent New Consumer's pertinent information from the Local Distributor on a quarterly basis.

The Competitive Supplier is responsible for all mailings and mailing costs associated with consumer notification whether it be for the initial enrollment or subsequent enrollments. The Competitive Supplier will maintain a complete list of opt-outs throughout the life of the contract whether received prior to the initial enrollment or after accounts have been enrolled. Upon request, the Competitive Supplier will make this opt-out list available to the Town or its agent. The Competitive Supplier will conduct the initial opt-out mailing in a timeframe necessary for service to commence as early as the Participants' _____ meter readings.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors or omissions in connection with its notification of Eligible Consumers resulting from errors or omissions in the information provided to it by the Local Distributor.

3.3 CONSUMER AWARENESS

Upon mutual agreement concerning the content and method, either the Competitive Supplier or Colonial Power Group, Inc. (CPG) may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out. Within one (1) day after the Effective Date, the Town shall provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumers' service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Local Distributor rules.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier may provide All-Requirements Power Supply to such Eligible Consumers at Competitive Supplier's discretion, at the aggregation rate. Besides accurately and promptly transmitting information provided by such Eligible Consumers to the Local Distributor and following any procedural or other steps which may be mutually agreed to, the Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.4.4 Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply at the Competitive Supplier's discretion, at the aggregation rate.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, *provided, however*, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate with the Participating Consumers' first meter read dates for the month of _____, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Town, or the Competitive Supplier, if either Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(c)), within sixty (60) days following written notice to do so by the non-breaching party; or
b) by the Town, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
c) by the Town in the event of the failure of the Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of *Force Majeure* or the Town's failure to perform and without the benefit of any cure period; *provided, however*, that the Town shall not be permitted to terminate this ESA if the Competitive Supplier's failure to provide or arrange All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE.

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA. Upon the effective date of termination of the ESA, all rights and privileges granted to, and obligations imposed on, the Competitive Supplier shall cease, with the exception of the right to collect all monies due for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Town has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA.

4.4 SPECIFIC PERFORMANCE

Notwithstanding any other provision herein, the Parties agree that if the Town (i) fails to comply with any material provision of, or obligation under, this ESA, including but not limited to the provisions of Article 6, (ii) seeks to modify, suspend or terminate the Program during the Term, or (iii) seeks to terminate this ESA except as expressly authorized in Article 4.2, Competitive Supplier shall be entitled to specific performance of this ESA. The Parties acknowledge and agree that because monetary damages are not available to Competitive Supplier under this ESA, there is no remedy at law adequate to compensate Competitive Supplier for the Town's actions as described in (i), (ii) and/or (iii), and further agree that Competitive Supplier will suffer irreparable harm if the Town takes any of the actions described in (i), (ii) or (iii) herein.

4.5 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-1. Upon any such extension, this ESA shall continue to be in effect, and all

provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver a safe and reliable supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Town, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M., Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Town will post program-related information on the Town's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Town for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as

may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any regulation of the Department or AG regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of reliable, safe, firm, All-Requirements Power Supply to the Local Distributor for delivery to Participating Consumers, and take Commercially Reasonable steps to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that the facilities owned or controlled by Competitive Supplier's affiliates or other sources of power supply are unable to generate and/or deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall utilize such arrangements as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these obligations. Competitive Supplier shall not be responsible to the Town or any Participating Consumers in the event the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO-NE) in order to facilitate construction, installation, maintenance, repair, replacement or inspection of any of the Local Distributor's facilities, to maintain the safety and reliability of the Local Distributor's electrical system, or due to any other reason, including emergencies, forced outages, potential overloading of the Local Distributor's transmission and/or distribution circuits, *Force Majeure* or the non-payment of any distribution service costs or other such costs due for services provided by the Local Distributor to a Participating Consumer.

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Participating Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Department approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Town in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Prior to sending any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), Competitive Supplier shall provide a copy of such General Communication to the Town for its review to determine whether it is consistent with the purposes and goals of the Town. The Town shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Town, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Town fails to respond within seven (7) calendar days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Town objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Town, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Town, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Town wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Town as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Town may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Town.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Town to include no less than three (3) inserts per year into such communications, provided that the Town pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Town's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any

communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Town, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Town may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Town's assistance in obtaining such consent or approval and the Town anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Town's assistance, and if so, the Competitive Supplier shall reimburse the Town for all costs, up to the estimated dollar amount, reasonably incurred by the Town in connection with such efforts.

ARTICLE 6 ROLE OF THE TOWN

Under this ESA, the Town shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Town is to i) set the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA and to ensure that the Competitive Supplier complies with those terms and conditions, and ii) act as agent for Eligible Consumers with respect to the matters addressed in this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Town is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Town may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action that would make the Town liable

to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs, subject to Competitive Supplier's standard credit policies (to the extent permitted by law), Article 5.5 hereof, Exhibit A hereof and the terms of any approval or other order of the Department with respect to this ESA.

7.3 METERING

In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers Sections 3B(6) and 7A, the Local Distributor will be responsible for any metering which may be required to bill Participating Consumers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Municipal Aggregators (M.D.P.U. No. 1202) and Terms and Conditions for Competitive Suppliers (M.D.P.U. No. 1201) the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier

arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. Its Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes (except for taxes on Competitive Supplier's income) associated with sales under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 COMPLIANCE WITH STANDARDS

Competitive Supplier agrees that it will comply with the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

8.2 OPTIONAL GREEN PRODUCT

Competitive Supplier agrees that it will incorporate an optional green product as described in Exhibit A into its provision of All-Requirements Power Supply under this ESA.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, §

1F(7). The Competitive Supplier shall, on or before _____, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Town (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "affirmative choice" requirements of § 1F(8); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Town of any consumer complaints received from a Participating Consumer, and to grant the Town the right to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Department regulations and other applicable law. The failure to timely submit such written description, or the submission of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the Town after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service under this ESA, a Participating Consumer may contact the Department, which may refer the dispute to the Massachusetts Office for Dispute Resolution for mediation of such dispute, if the amount in dispute is greater than one hundred dollars ($100.00) and the subject of the dispute is within the Department's statutory and regulatory authority.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees to conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly Report of Usage

Monthly Report of Detailed Usage (Exhibit B) – Competitive Supplier shall provide the Town or its agent with a monthly report of detailed usage which will contain:

a. Town Name
b. Account Number
c. Rate Code
d. Rate Code Classification (per Local Distributor's Basic Service Filing)
e. Load Zone

f. Bill Date
g. Contracted Unit Rate
h. Bill Usage

Monthly Report of Summarized Usage (Exhibit C) – Competitive Supplier shall provide the Town or its agent with a monthly report of summarized usage which will contain (by Rate Code Classification and then by Load Zone for Industrial Accounts):

a. Accounts Enrolled at Start of Month
b. Number of Accounts that have Moved, Closed or Switched Competitive Supplier
c. Number of Accounts that have Opted-Out
d. Number of Accounts that have Opted-In
e. Accounts Remaining at End of Month
f. Bill Usage
g. Commission Payment

The monthly reports will be due to the Town or its agent within five (5) business days following the close of each month. This information shall be listed separately for the optional green product. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP data. Competitive Supplier will make such data available to the Town or its agent upon a Commercially Reasonable request by the Town or its agent.

11.1.3 Standard of Care

Competitive Supplier shall use Commercially Reasonable practice in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall provide such information or data to the Town or its agent within a Commercially Reasonable time.

11.2 DISCLOSURE LABEL

Within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the Department of all Competitive Suppliers to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep its books and records in accordance with any applicable regulations or guidelines of the Department, the FERC, and any other Governmental Authority. The Town will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon a Commercially Reasonable request by the Town and at the Town's expense, Competitive Supplier shall provide back-up for any charge under this ESA questioned by the Town.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Town a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Massachusetts or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. The Town shall treat any reports and/or filings received from Competitive Supplier as confidential information subject to the terms of Article 16. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW

12.1 CHOICE OF LAW

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties agree to submit the dispute to mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall request that the American Arbitration Association (AAA), Boston, Massachusetts, appoint a mediator and the mediation will be held in Boston, Massachusetts or other mutually agreed to venue. The period for mediation shall commence upon the appointment of the mediator and shall not exceed sixty (60) days, unless such time period is modified by written agreement of the Parties. The decision

to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all parties involved in the dispute.

In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, the Parties agree to submit such dispute to arbitration and agree that the arbitration process provided for in this Article 12.2 shall be the exclusive means for resolving disputes which the Parties cannot otherwise resolve through informal negotiation or mediation as described above. Any arbitration hereunder shall be conducted under the Commercial Rules of the AAA as modified herein. Arbitration proceedings shall take place in Boston, Massachusetts, before a single arbitrator who shall be an attorney with at least 20 years of experience in the energy industry, to be jointly selected by the Parties. If the Parties fail to agree upon an arbitrator within thirty (30) days, then either Party may apply to the American Arbitration Association's office in Washington, D. C. to select the arbitrator who must be an attorney at least twenty (20) years of experience in the energy industry. Unless otherwise agreed by the Parties, the dispute must be submitted to the arbitrator for determination within ninety (90) days from the date the arbitrator is selected and the arbitrator shall render his or her decision within thirty (30) days after such submission. Each Party shall use its best efforts and cooperation in order that the dispute is fully submitted to the arbitrator within such ninety (90) day period. All arbitration proceedings shall be confidential. Neither Party shall disclose any information about the evidence produced by the other Party in the arbitration proceedings, except in the course of judicial, regulatory, or arbitration proceeding, or as may be demanded by government authority or otherwise required by law or the rules of a national securities exchange. Before making any disclosure permitted by the preceding sentence, a Party shall give the other Party reasonable advance written notice of the intended disclosure and an opportunity to prevent disclosure. In connection with any arbitration provisions hereunder, each Party shall have the right to take the depositions of individuals including any expert witness retained by the other Party. Additional discovery may be had where the arbitrator so orders, upon a showing of need. Each Party bears the burden of persuasion of any claim or counterclaim raised by that Party. The arbitration provisions of this ESA shall not prevent any Party from obtaining injunctive or other equitable relief from a court of competent jurisdiction to enforce the obligations for which such Party may obtain provisional relief pending a decision on the merits by the arbitrator. Each of the Parties hereby consents to the jurisdiction of Massachusetts courts for such purpose. The arbitrator shall apply Massachusetts law as required under Article 12.1 and shall have authority to award any remedy or relief that a court of the State of Massachusetts could grant in accordance with applicable law and the terms of this ESA, except that the arbitrator shall have no authority to award punitive damages. All attorney's fees and costs of the arbitration shall be borne by the Party incurring such costs or fees except that upon application by the Prevailing Party, the arbitration shall award the Prevailing Party its attorney's fees and expenses to be paid by the other Party. Prevailing Party shall be defined for purpose of this Article 12.2 as the party to which the arbitrator issues an award of monetary damages or otherwise determines substantially prevailed on the merits in the arbitration. Any arbitration award shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award, and an explanation of the reasons for the award. The arbitrator's award shall be final, binding and non-appealable and judgment may be entered upon such award by any court of competent jurisdiction.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

Competitive Supplier shall indemnify, defend and hold harmless the Town ("Indemnified Party") and the Indemnified Party's officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorneys' fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the Local Distributor, the Town or its employees or agents, or (ii) Competitive Supplier's actions or omissions taken or made in connection with Competitive Supplier's performance of this ESA that were not Commercially Reasonable. Competitive Supplier further agrees, if requested by the Town, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article 13.1.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Town seeks indemnification pursuant to this Article 13.2, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses which are or would otherwise be available to the Town.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13.3 shall survive the termination of this ESA for a period of three (3) years with respect to (i) any claims which occurred or arose prior to such termination and (ii) any losses occurring as a result of the termination.

13.4 DUTY TO MITIGATE

All Parties agree that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of any other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Town as of the Effective Date of this ESA as follows:

a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Town in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
e) no Bankruptcy is pending against it or to its knowledge threatened against it;
f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Town pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

14.2 BY THE TOWN

As a material inducement to entering into this ESA, the Town hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

a) this ESA constitutes the legal, valid and binding obligation of the Town enforceable in accordance with its terms;
b) the execution, delivery and performance of this ESA are within the Town's powers, have been or will be duly authorized by all necessary action;
c) the Town has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
d) all Participating Consumers are bound as principals to this ESA; and
e) no Bankruptcy is pending or threatened against the Town.

ARTICLE 15 INSURANCE AND OTHER FINANCIAL GUARANTEES

15.1 INSURANCE

In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, throughout the term of this ESA, comprehensive commercial general liability insurance of at least $1,000,000 combined single limit and excess liability coverage of at least $3,000,000 with insurers and with the Town named as additional insured. Competitive Supplier shall provide the Town with evidence, reasonably satisfactory to the Town, of its required insurance hereunder, upon request.

15.2 ADDITIONAL FINANCIAL GUARANTEES

In addition to the insurance set forth in Article 15.1, above, the Competitive Supplier shall, within ten (10) Business Days after the Effective Date, provide the Town with a guaranty issued by Competitive Supplier's Guarantor substantially in the form attached hereto as Exhibit _ (the "Guaranty") and in the amount of two million US dollars ($2,000,000). Such Guaranty shall guarantee the obligations of Competitive Supplier to the Town contained in this ESA, and shall establish the limit on Competitive Supplier's liability under this ESA. Such Guaranty shall become issued within ten (10) Business Days after the Effective Date but shall be in effect as of the Effective Date, and shall continue in effect during the entire Term of ESA.

Competitive Supplier may, without the consent of the Town, replace the financial security provided hereunder with cash or a letter of credit substantially in the form attached hereto as Exhibit _ ("Letter of Credit"), provided such replacement financial security is in the same amount previously provided by the Guaranty. Competitive Supplier may also replace the financial security provided hereunder with another form of financial security, or otherwise change the amount of its financial security, with the consent of the Town, such consent not to be unreasonably withheld.

Upon reasonable request during the Term of this ESA and on a continuing basis, Competitive Supplier will provide the Town with a copy of Competitive Supplier's annual report, and the annual report of its ultimate parent, _____. Competitive Supplier also agrees to notify the Town in the event that Competitive Supplier's Guarantor's Credit Rating is less than BBB- by Standard & Poor's Rating Group or less than Baa3 by Moody's ("Downgrade Event"). Should a Downgrade Event occur, the Town may request that Competitive Supplier provide cash or a Letter of Credit as a substitute form of security in the same amount previously provided by the Guaranty. Upon receipt of such notice, Competitive Supplier shall have three (3) business days in which to provide such cash or Letter of Credit to the Town.

ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the Town is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand

or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose the terms of this ESA to its affiliates, and to its and officers, directors, employees, attorneys, accountants and third party vendors as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA, and otherwise to entities that have executed a non-disclosure certificate or agreement in a form mutually acceptable to the Parties. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Town's assistance in protecting the confidentiality of information and the Town anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Town's assistance, and if so, the Competitive Supplier shall reimburse the Town for all costs, up to the estimated amount, reasonably incurred by the Town in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
c) any list of Participating Consumers;
d) any information disclosed by a Party during any settlement discussions;
e) Competitive Supplier's insurance certificates;
f) any financial security instrument(s) provided by Competitive Supplier;
g) any non-public information provided by Competitive Supplier; and

h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 REGULATORY EVENT/NEW TAXES

17.1 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties. If a Regulatory Event affects Competitive Supplier and Competitive Supplier incurs excess costs as a result thereof, such amount shall be allocated to and collected from Participating Consumers on a per kWh basis through applicable monthly invoice(s).

17.2 NEW TAXES

If any New Taxes are imposed for which Competitive Supplier is responsible, the amount of such New Taxes shall be allocated to and collected from Participating Consumers through applicable monthly invoice(s).

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign its rights and privileges under this ESA without the prior written approval of the Town. Such approval may be denied at the reasonable discretion of the Town if it determines that the proposed assignee does not have at least the same financial ability as the assigning Competitive Supplier. Notwithstanding the foregoing, the Town may not unreasonably withhold its consent to an assignment to an affiliated entity under common control or management with Competitive Supplier or Competitive Supplier's corporate parent. Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA. The Town may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Town and such assignment would not in any way impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Town, Competitive Supplier agrees to (i) give the Town written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Town the possible inclusion of such new product or service in this aggregation program. The Parties agree to negotiate in good faith the terms, conditions, and prices for such products and services which the Parties agree should be included in a Town aggregation program.

Competitive Supplier also agrees not to engage in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

If to Town:

Mr. Mark Cappadona
Colonial Power Group, Inc.
5 Mount Royal Avenue, Suite 5-350
Marlborough, Massachusetts 01752
(508) 485-5858 (phone)
(508) 485-5854 (fax)
mark@colonialpowergroup.com

With a Copy To:

Mr. Timothy P. Bragan, Town Administrator
Town of Harvard
13 Ayer Road
Harvard, MA 01451
(978) 456-4100 ext. 313

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Town in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Town changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA and the Related Documents constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 *FORCE MAJEURE*

If by reason of *Force Majeure* any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the *Force Majeure*, gives all other Parties hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure*; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If any event of *Force Majeure* continues for a period of ninety (90) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; *provided, however*, that the same shall not constitute a default under this ESA and shall not give rise to any damages.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorneys' fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all services under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Town and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 THIRD PARTIES

The parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to $0.001 (1 mil) per kWh of Participating Consumers' actual usage payable to CPG, the consultant hired by the Town to develop, implement, and administer the Program, as well as an Operational Adder payable to the Town, as set forth in Exhibit A. The Competitive Supplier agrees to include this commission fee and Operational Adder in the Price for energy and to make the monthly commission and Operational Adder payments on behalf of Participating Consumers, and acknowledges this obligation as a material obligation of this ESA; provided however, that (i) this ESA remains in full force and effect, and (ii) the commission fee and Operational Adder shall be paid fifteen (15) business days following the end of each month, based on prior month meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties. Except as provided in this provision, there shall be no other third-party beneficiaries to this ESA.

18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

18.13 CO-OPERATION

Each Party acknowledges that this ESA must be approved by the Department and agree that they shall use Commercially Reasonable efforts to cooperate in seeking to secure such approval.

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the forms as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously

to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Town will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use the name of the Town, or make any reference to the Town in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Town expressly agrees to such usage. Any proposed use of the name of the Town must be submitted in writing for agreement and prior approval, which shall not be unreasonably withheld, consistent with Article 5.6 hereof. The Town acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Town hereunder, and the Town agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

18.16 PRESS RELEASES

The Parties shall not issue a press release or make any public statement with respect to this ESA without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use their reasonably good faith efforts to agree as to the form, substance and timing of such release or statement.

18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.18 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Town or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.19 REMEDIES

18.19.1 General

Subject to the limitations set forth in Article 18.19.2 below and Article 4, the Town and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Competitive Supplier acknowledges that the preceding sentence shall not limit the Town's rights under Article 13.1 to seek indemnification from Competitive Supplier or consequential, punitive, or incidental damages or other such losses claimed by third-parties.

IN WITNESS WHEREOF, the Parties hereto have executed this ESA as of the Effective Date

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

TOWN

By: _____

Name: Timothy P. Bragan

Title: Town Administrator

Address: Town of Harvard
13 Ayer Road
Harvard, MA 01451

Dated: _____

EXHIBIT A

PRICES AND TERMS

Harvard's Community Choice Power Supply Program

Price by Rate Classification

STANDARD PRODUCT

[All Eligible Consumers will be enrolled in the standard product unless they opt-out.]

Rate Class	**Price for Period 1* $/kWh**	**Price for Period 2* $/kWh**
Residential		
Commercial		
Industrial		

**Rate includes Operational Adder of $X.XXX/kWh [TBD; no max].*

OPTIONAL GREEN PRODUCT

[Eligible Consumers will only be enrolled in the optional green product if they elect it.]

Rate Class	**Price for Period 1* $/kWh**	**Price for Period 2* $/kWh**
Residential		
Commercial		
Industrial		

**Rate includes Operational Adder of $X.XXX/kWh [TBD; no max].*

[Final Prices will be determined prior to the beginning of the respective pricing periods]

Terms for System Supply Service

Delivery Term: as set forth in this Exhibit A for two or more Pricing Periods, extending through the end of the Term as set forth in Article 4.1.

Period 1 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of _____ (billed in arrears, therefore the _____ billing statements) and terminating with the Participating Consumers' first meter read dates for the month of _____ (final bill, therefore the _____ billing statements).

Period 2 Pricing: applies to service commencing with the Participating Consumers' first meter read dates for the month of _____ (billed in arrears, therefore the _____ billing statements) and terminating with the Participating Consumers' first meter read dates for the month of _____ (final bill, therefore the _____ billing statements).

The price for All-Requirements Power Supply shall be as stated on this Exhibit A for the applicable Pricing Periods, and shall be fixed for the entire length of each Pricing Period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start-Up Service Date: All-Requirements Power Supply will commence at the prices stated above as of the Participating Consumers' first meter read dates for the month of _____.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to Massachusetts' Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with the year in which load is served on the Start-Up Service Date or pay all penalties imposed by the Department related to Renewable Energy requirements.

Optional Green Product: The Competitive Supplier shall identify the technology, vintage, and location of the renewable generators that are the sources of the Renewable Energy Certificates (RECs) for both the standard product and the optional green product. All such RECs will be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

Term: The period of delivery of All-Requirements Power Supply shall be consistent with the provisions of Article 4 and Exhibit A of this ESA.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor does Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Basic Service in the event that the consumer fails to pay to Competitive Supplier amounts past-due greater than sixty (60) days.

EXHIBIT B

MONTHLY REPORTING TEMPLATE
[Detailed Usage]

.Detailed
Usage.Supplier Mor

Date:

Competitive Supplier Name
Monthly Aggregation Detail Report

City/Town Name	Account Number	Rate Code	Rate Code Classification	Load Zone	Bill Date	Contracted Unit Rate	Bill Usage

EXHIBIT C

MONTHLY REPORTING TEMPLATE
[Summarized Usage]

.Summarized Usage
Supplier Monthly Re

Enter City/Town Name

	ENROLLMENT									
	Residential Account Count					***Commercial Account Count***				
Month Invoiced By Distributor	***Start***	***New Supplier/Moved/Closed***	***Opt Outs***	***Opt Ins***	***End***	***Start***	***New Supplier/Moved/Closed***	***Opt Outs***	***Opt Ins***	***End***
Feb-19	-				-	-				-
Jan-19	-				-	-				-
Dec-18	-				-	-				-
Nov-18	-				-	-				-
Oct-18	-				-	-				-
Sep-18	-				-	-				-
Aug-18	-				-	-				-
Jul-18	-				-	-				-
Jun-18	-				-	-				-
May-18	-				-	-				-
Apr-18	-				-	-				-
Mar-18	-				-	-				-
Feb-18	-				-	-				-
Jan-18	-				-	-				-
Dec-17	-				-	-				-
Nov-17	-				-	-				-

						USAGE			
Industrial Account Count					*All Rate Classes*	*Residential*	*Commercial*	*Industrial*	*Total Usage*
Start	*New Supplier/Moved/Closed*	*Opt Outs*	*Opt Ins*	*End*	*Total Account Count*				
-				-	-	-	-	-	-
-				-	-	-	-	-	-
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TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

EDUCATION AND INFORMATION PLAN

PREPARED BY

COLONIAL POWER GROUP, INC.

1 OVERVIEW AND PURPOSE

M.G.L. c. 164, § 134(a) requires that municipal aggregators "fully inform participating ratepayers in advance of automatic enrollment that they are to be automatically enrolled and that they have the right to opt-out of the aggregated entity without penalty. In addition, such disclosure shall prominently state all charges to be made and shall include full disclosure of the basic service rate, how to access it, and the fact that it is available to them without penalty."

The Education and Information Plan ("Education Plan") component of Harvard's Community Choice Power Supply Program ("Program") is two-pronged. The first is general education through which Colonial Power Group, Inc. (CPG) will provide information to eligible consumers by way of the media, electronic communications, and public presentations. The second is direct mail notification which will be mailed out to eligible consumers and will contain information regarding participation and rights.

In D.T.E. 00-47 (2000), at 26, the Massachusetts Department of Telecommunications and Energy (DTE) concluded that the education plan component of the Cape Light Compact, which also included general education and direct mail notification, satisfied the aforementioned statutory requirement. Moreover, in D.T.E. 04-32 (2004), the DTE concluded that the education plan component of the Cape Light Compact resulted in eligible consumers being satisfactorily informed of their rights to opt-out of the program, as well as other pertinent program information. Accordingly, the Town of Harvard's ("Town") Education Plan closely resembles that of the Cape Light Compact.

The purpose of the Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the Program.

The Education Plan consists of two parts:

a) General Education: This will be conducted through the media, public meetings and presentations, and electronic communications and will inform eligible consumers about the Program.
b) Direct Mail Notification: This will be mailed out to eligible consumers and will contain information regarding participation and rights, as well as comparative prices and terms.

The general education effort will provide a broad back drop for the direct mail notification, boosting awareness of the mailing and its purpose and providing reinforcement of key information.

1.1 GENERAL EDUCATION

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the Town, its Competitive Supplier, and CPG. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

a) news release;
b) background information;
c) deregulation and choice information; and
d) frequently asked questions.

1.1.2 Media Outreach

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals. Follow-up news releases will update the media on the status of the Program's progress.

Sample Media List:

a) MetroWest Daily News
b) Harvard Press
c) Wicked Local Harvard
d) Local Cable TV – Charter Channel 12 Harvard Cable TV (HCTV)

1.1.3 Notices and Public Postings

Notices in newspapers and in Town Hall describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

1.1.4 Customer Service Center

CPG will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise.

1.1.5 Website

All information regarding the Program will be posted on CPG's website, which is linked to the Town's website. The website will note if the Town has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder. CPG's website will have links to National Grid ("Local Distributor"), the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities ("Department"), and the Town's Competitive Supplier.

CPG's website is equipped with translation services. This will provide for all information regarding the Program to be translated into more than 100 languages. The Town will retain any additional translation services as it determines to be necessary or appropriate.

1.1.6 Public Presentations

CPG will provide presentations to the Select Board and to any interested community group (i.e. Chamber of Commerce, Rotary Club, Lions Club, Junior Women's Club, etc.).

1.1.7 Ongoing Education and Outreach

Once the Program is up and running, education and outreach will continue and will be ongoing. Many of the same vehicles that were utilized prior to and during the launch of the Program will be leveraged to ensure participating consumers are updated in a timely manner on the status of

the Program's progress and alerted to any changes in the price and product offering. This will be accomplished through electronic communications, the media, and public meetings and presentations. Specifically, the Town will notify consumers using the following methods: Town and CPG websites; press releases and local cable television shows; and presentations to the Select Board or to any interested community group (i.e. Chamber of Commerce, Rotary Club, Lions Club, Junior Women's Club, etc.). In addition, notices will be placed in newspapers, in Town Hall and in public buildings (i.e. library, Senior Center, etc.) further describing the Program's details including the price, the product offering, the opt-out information and the toll-free telephone number. CPG will continue to maintain a toll-free telephone number to address eligible and participating consumers' questions regarding the Program, price information, product offerings, and other issues eligible and participating consumers may raise.

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer receiving Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will:

a) introduce and describe the Program and provide information regarding participation and rights;
b) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty;
c) prominently state all charges to be made and a comparison of price and primary terms of the Competitive Supplier and Basic Service;
d) inform eligible consumers if the Town has chosen to fund personnel costs associated with an Energy Manager position(s) through an Operational Adder;
e) explain the opt-out process;
f) inform eligible consumers if the Town has chosen to offer an optional green product and explain the opt-in process; and
g) include instructions for Spanish/Portuguese speaking consumers (i.e. toll-free telephone number).

The opt-out notification will also contain a postcard with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of receipt of the mailing to return the opt-out postcard in the pre-addressed envelope provided. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor rules. Such enrollments shall begin no sooner than 36 days after the mailing of the opt-out notification. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 40-day period outlined below through the media and the toll-free telephone number.

Day 0: Press conference held announcing the Program and introducing the Competitive Supplier
Day 1: Customer service center (i.e. toll-free telephone number) opens
Day 1: Press release issued on direct mail notification and start-up of the customer service center
Day 1: Program information posted on the following websites: CPG, Town, and Competitive Supplier
Day 1-7: Postings placed in public buildings
Day 1-40: Public presentations provided informing community groups about the Program and eligible consumer rights
Day 1-40: Media interviews conducted with Program representatives, as needed
Day 10: Direct mail notification sent to each eligible consumer (see Day 40)
Day 12-35: Display ads placed in newspapers describing the Program and the opt-out process and providing the toll-free telephone number
Day 14: Local cable television show airs describing the Program and the opt-out process and providing the toll-free telephone number
Day 16-30: PSAs air describing the Program and the opt-out process and providing the toll-free telephone number
Day 40: Deadline reached for eligible consumers returning the opt-out postcard
Day 40+: On-going education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible Basic Service consumers
Day 90+: Follow-up news releases issued summarizing the Program's status

3 BUDGET

Notification Method	**Responsible Party**	**Estimated Cost**
Direct Mailing	Competitive Supplier	$3,550
Press Conference	CPG	$500
Television Media	CPG	$500
Newspaper Media	CPG	$2,000
Electronic Communications	CPG	-----
Public Presentations	CPG	-----

TOWN OF HARVARD
COMMUNITY CHOICE POWER SUPPLY PROGRAM

IMPLEMENTATION SCHEDULE

PREPARED BY

COLONIAL POWER GROUP, INC.

ESA Executed with Competitive Supplier:	December 15, 2018
Competitive Supplier Receives NGRID Eligible Consumer Data:	December 17, 2018
Submission of ESA to Department, et al.:	December 17, 2018
Press Conference Introducing Competitive Supplier:	December 18, 2018
Customer Service Center Start-Up:	December 19, 2018
Websites Updated (i.e. CPG, Town, Competitive Supplier):	December 22, 2018
Postings Placed in Public Buildings (i.e. Town Hall, etc):	December 22, 2018
Notifications Mailed to Eligible Consumers:	December 22, 2018
Problem Addresses Corrected and Notifications Mailed:	ASAP
New Consumer Addresses Received and Notifications Mailed:	ASAP
Display Ads Placed in Newspapers and PSAs Air on Cable:	December 22 – January 22, 2019
Opt-Out Deadline Reached for Eligible Consumers:	January 22, 2019
Final Opt-Outs Removed from Participating Consumer File:	January 22-23, 2019
Transfer of Participating Consumers to Competitive Supplier:	January 23-26, 2019
Service Started with Competitive Supplier:	February 1, 2019

Implementation Schedule is for representative purposes only.
Dates are subject to change based on receipt of necessary approvals.

THE TOWN OF HARVARD'S
COMMUNITY CHOICE POWER SUPPLY PROGRAM
CONSUMER NOTIFICATION

<Month> <Day>, <Year>

Dear Harvard Basic Service Consumer:

The Town of Harvard is pleased to announce that _____ has been selected as the supplier for its Community Choice Power Supply Program ("Program"). This Program is a municipal aggregation which enables local government to combine the purchasing power of its residents and businesses to provide them with an alternative to National Grid Basic Service (M.G.L. c. 164, § 134). This Program only affects the supply portion of your monthly bill. It will not affect the delivery portion of your monthly bill. National Grid will continue to deliver your electricity but Harvard has chosen the supplier for the Program. _____ will provide electric power supply for all consumers currently on Basic Service in Harvard. This letter is intended to tell you about this Program for electric power supply. In accordance with state law, it also informs you of your rights and options if you choose not to participate in the Program.

- ✓ **YOU WILL BE AUTOMATICALLY ENROLLED IN THIS PROGRAM** unless you choose not to participate and opt-out.
- ✓ **PLEASE POSTMARK ENVELOPE BY <MTH> <DAY>, <YEAR> IF YOU DO NOT WISH TO BE AUTOMATICALLY ENROLLED.**

YOU WILL NOT NOTICE ANY CHANGE IN YOUR ELECTRITOWN SERVICE. The only difference you will see is that _____ _____ will be printed under the "Supply Services" section of your monthly bill. You will continue to receive one bill from National Grid. You will continue to send your payments to National Grid for processing. National Grid will continue to respond to emergencies, read meters and maintain the distribution and transmission lines. Reliability and quality of service will remain the same. Furthermore, you will continue to have all existing consumer rights and protections.

COMPARATIVE RATES AND TERMS

	Harvard's Program* **(Supply Services Only)**		**National Grid**** **(Supply Services Only)**
	STANDARD	**OPTIONAL GREEN**	**BASIC SERVICE**
Rate Residential Commercial/Streetlight Industrial	 $X.XX per kWh $X.XX per kWh $X.XX per kWh	 $X.XX per kWh $X.XX per kWh $X.XX per kWh	 $X.XX per kWh $X.XX per kWh $X.XX per kWh
Renewable Energy Content	Meets Massachusetts renewable energy requirements	**[TBD following competitive bid process]**	Meets Massachusetts renewable energy requirements
Duration	**_____ 2019 – _____ 2019** *[Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.]*		**_____ 2019 – _____ 2019** *[Residential and Small Commercial rates change every 6 months. Large Commercial and Industrial rates change every 3 months.]*
Exit Terms	**NO PENALTY CHARGE**		May receive a reconciliation charge or credit *[Industrial G-2 & G-3 only]*

**Rate includes Consultant Fee of $0.001 per kWh to facilitate Harvard's Community Choice Power Supply Program.*
**Rate includes Operational Adder of $X.XXX per kWh to fund personnel costs associated with an Energy Manager position(s).*
***GreenUp options are available for $0.024-$0.038 per kWh in addition to National Grid's Basic Service rate.*

IMPORTANT INFORMATION

- At Program launch the aggregation rate is lower than National Grid's Basic Service rate. The aggregation rate is fixed for the first __ months (_____ 2019 to _____ 2019) while National Grid's Basic Service rate changes twice a year, in May and November. As a result, the aggregation rate will not always be lower than National Grid's Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against National Grid's Basic Service rate. However, **SUCH SAVINGS AND FUTURE SAVINGS CANNOT BE GUARANTEED.**
- There is **NO PENALTY CHARGE TO OPT-OUT** of the Program and return to National Grid Basic Service.

« SEE BACK FOR ADDITIONAL INFORMATION »

IF YOU HAVE BEEN MAILED THIS NOTIFICATION you do not need to take any action to participate in the Program.

ALL BASIC SERVICE CONSUMERS who have been mailed this notification will be AUTOMATICALLY enrolled in the Program and start benefiting from the aggregation rate beginning on the day of the month in _____ that your meter is read. This date varies by service area. Your meter reading date is shown on your bill.

WATCH YOUR NATIONAL GRID BILL FOR FURTHER NOTIFICATION of the Program.

- Your _____ bill will state that you are being switched to Harvard's Program.
- Your _____ bill will show Harvard's supplier and aggregation rate under "Supply Services".

BUDGET PLAN OR ELIGIBLE LOW-INCOME DELIVERY RATE CONSUMERS will continue to receive those benefits from National Grid.

SOLAR PANEL CONSUMERS will continue to receive their net metering credits while benefiting from the aggregation rate.

TAX EXEMPT SMALL BUSINESS CONSUMERS must send or fax a copy of their Energy Exemption Certificate directly to ___(Supplier)___ at ___(Supplier address/fax)___ in order to maintain their tax exempt status.

IF YOU HAVE ALREADY CHOSEN A COMPETITIVE SUPPLIER ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Competitive Supplier.

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION ON YOUR OWN you must opt-out of this Program. This will ensure you continue to get your electricity from that Green Power Supply.

IF YOU DO NOT WISH TO PARTICIPATE IN THIS PROGRAM you may: 1) Opt-out and continue paying National Grid's Basic Service rate; or 2) Opt-out and choose your own Competitive Supplier (if one is available to you).

HOW TO OPT-OUT

- Sign and return the enclosed opt-out card in the postage paid envelope provided; **OR**
- Visit www.colonialpowergroup.com/harvard/ and click the opt-out button, then fill out and submit the Opt-Out Form; **OR**
- Call _____ at _____ and ask to remain on National Grid Basic Service.

ANY TIME AFTER ENROLLMENT you can still opt-out with NO PENALTY CHARGE. It may take a couple of billing cycles before you are back on National Grid's Basic Service. If you choose to opt-out after the initial enrollment, you may submit an Opt-Out form at www.colonialpowergroup.com/harvard/ **OR** call _____ at _____ and ask to be placed on National Grid Basic Service.

TO CHOOSE A GREENER PRODUCT WITH A HIGHER PERCENTAGE OF RENEWABLE ENERGY you may call _____ at _____ and ask to be enrolled in Harvard's Optional Green Product.
[Product option to be determined following the competitive bid process. The above acts as a placeholder and will be replaced with a product description including price, term, technology, vintage and location.]

FOR MORE DETAILED INFORMATION regarding Harvard's Program please visit www.colonialpowergroup.com/harvard/ or call us toll-free at (866) 485-5858. To learn more about _____ please visit www._____.

TO ACCESS NATIONAL GRID'S BASIC SERVICE RATES please visit:

- Residential Rates – http://www9.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf.
- Commercial Rates – http://www9.nationalgridus.com/masselectric/non_html/MA_Commercial_Table.pdf.
- Industrial Rates – http://www9.nationalgridus.com/masselectric/non_html/MA_Industrial_Table.pdf.

Colonial Power Group, Inc. is an energy consulting company chosen on a competitive basis by the Town of Harvard to facilitate the Community Choice Power Supply Program.

Este es un aviso importante. Por favor asegure que se traduce o visite nuestro sitio web.
Este é um aviso importante. Queira mandá-lo traduzir ou visite nosso site.

HARVARD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER NOTIFICATION LETTER ENVELOPE

OFFICIAL TOWN BUSINESS

PRESORTED
FIRST-CLASS
MAIL
U.S. POSTAGE
PAID
STAMFORD, CT
PERMIT NO. 102

John Smith
1 Main Street
Harvard, MA 01451

Town of Harvard
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

DO NOT DISCARD – IMPORTANT Notice Regarding Electricity Rates

HARVARD'S COMMUNITY CHOICE POWER SUPPLY PROGRAM
CUSTOMER OPT-OUT NOTIFICATION CARD WITH REPLY ENVELOPE

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 41 MARLBOROUGH, MA

POSTAGE WILL BE PAID BY ADDRESSEE

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

TOWN OF HARVARD
c/o COMPETITIVE SUPPLIER
1 SUPPLIER STREET
SUPPLIER, MA 00000

HARVARD COMMUNITY CHOICE POWER SUPPLY PROGRAM
OPT-OUT REPLY CARD

John Smith
1 Main Street
Harvard, MA 01451

X _____

Signature **Date**

If you want to participate in the Harvard Community Choice Power Supply Program, you do not need to take any action. You will be automatically enrolled.

Opt-Out Instructions
If you do not want to participate:
1) Sign and date
2) Place in envelope provided
3) Drop in the mail

The card must be signed by the customer of record whose name appears in the address on this card. **The envelope must be postmarked by _____ to opt-out of the Program before being automatically enrolled.**

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

Town of Harvard	)	D.P.U. 18-97

APPEARANCE OF COUNSEL

In the above-referenced proceeding, I hereby appear for and on behalf of Colonial Power Group, Inc.

Respectfully submitted,

James M. Avery, Esq.
Pierce Atwood LLP
100 Summer Street
Boston, MA 02110
Phone: 617.488.8100
Fax: 617.824.2020
javery@pierceatwood.com

Dated: September 14, 2018

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

D.P.U. 18-97

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 220 CMR 1.05(1) (Department's Rules of Practice and Procedure).

Dated at Boston, Massachusetts this 14th day of September, 2018.

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Of Counsel for:

COLONIAL POWER GROUP, INC.