TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA
April 12, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

2. NEW BUSINESS

a) Vote to Sign Town Warrant Ballot

b) Vote to Sign Peregrine Energy Contract

c) Vote to Sign Direct Solar Contract

3. SELECTMEN REPORTS / TA REPORTS

4. CORRESPONDENCE

5. DISCUSSION

a) FY 17 Budget

6. MEETING MINUTES

EXECUTIVE SESSION
MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations

Strategy for Negotiations
Minutes

ADJOURN

If the Board is in agreement, the Board will vote to sign the Town Warrant Ballot.

COMMONWEALTH OF MASSACHUSETTS

TOWN OF GRAFTON

ANNUAL TOWN ELECTION WARRANT

Worcester, ss:
To Any of the Constables of the Town of Grafton, in the County of Worcester

GREETING:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the Inhabitants of the Town of Grafton, qualified to vote in elections and Town affairs to meet in their respective precincts, 1, 2, and 3 at the Grafton Middle School Gymnasium, 22 Providence Road and precincts 4 and 5 at the Millbury Street Elementary School Gymnasium, 105 Millbury Street on Tuesday, the Seventeenth day of May, 2016 at Eight O'clock AM (8:00 AM) until Eight O'clock PM (8:00 PM) to cast their votes for the following Town Offices and ballot questions:

Two Members of the Board of Selectmen for a term of three years; Two Members of the School Committee for a term of three years; One Member of the School Committee for a one year term (to fill a vacancy); Two Members of the Planning Board for a term of three years; Two Members of the Board of Library Trustees for a term of three years; and One Member of the Board of Library Trustees for a term of two years (to fill a vacancy); One Member of the Grafton Housing Authority for a term of five years; and One Town Clerk for a term of three years; and

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for constructing, equipping, and furnishing a new Grafton Public Works Facility to be located at 48 Old Westboro Road?; and

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for purchasing a new fire tanker truck?;and

Shall the town of Grafton be allowed to exempt from the provisions of proposition two-and-one half, so called, the amount required to pay for the bonds issued for purchasing a new all-wheel drive pumper truck?

And you are directed to serve this Warrant by posting up an attested copy thereof in some conspicuous place in each of the precincts of the Town at least fourteen days before said meeting.

Hereof fail not and make due return of this Warrant, with your doings thereon to the Town Clerk, at the time and place of meeting as aforesaid.

Given under our hands this _____day of April in the year of our Lord Two Thousand Sixteen.

BOARD OF SELECTMEN

TOWN OF GRAFTON

_____
Craig Dauphinais, Chairman

_____
Jennifer Thomas, Vice Chairman

_____
Bruce Spinney III, Clerk

_____
Dennis Flynn

_____
Brook Padgett

A TRUE COPY,
ATTEST:

April ____, 2016

I have complied with the requirements of the above Warrant and with the Town of Grafton By-Laws by posting an attest copy of the Warrant in some conspicuous place in each of the precincts of the town on the above date.

_____
Constable of Grafton

If the Board is in agreement, the Board will vote to sign the Peregrine Energy Contract.

TOWN OF GRAFTON
GRAFTON, MASSACHUSETTS

REQUEST FOR PROPOSALS

FOR

TOWN OF GRAFTON
MUNICIPAL AGGREGATION PROGRAM

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

PLEASE REGISTER AS A PLAN HOLDER AT THIS LINK
TO OBTAIN ANY AMENDMENTS OR ADDITIONAL INFORMATION.

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APPENDICES

1 GENERAL INFORMATION AND SUBMISSION REQUIREMENTS

1.1 Pursuant to M.G.L. c. 30B, the Town of Grafton ("Town") as the Awarding Authority, through its Chief Procurement Officer, hereby issues a Request for Proposals ("RFP") seeking proposals from qualified consultants or companies to develop a program to aggregate the electrical load of electricity users within the Town, both residential and commercial, and, in consultation with the Massachusetts Department of Energy Resources ("DOER") and the Massachusetts Department of Public Utilities ("Department"), develop, prepare, implement, secure regulatory approval and perform all services related to administering the Town's Municipal Aggregation Program as defined by and in compliance with all applicable provisions of M.G.L. c. 164, § 134, as amended, and any other applicable statute or regulation related to this process, including 220 C.M.R. 11.00, D.T.E. 06-102, D.T.E. 06-104 and the policies and procedures of both the DPU and the DOER.

The Town intends to select and enter into an agreement ("the Contract" or "this Agreement") with the most highly qualified Proposer for a term of five (5) years commencing as of **March 1, 2016** and terminating **February 28, 2021**.

1.2 The **RFP package** is available electronically by contacting Doug Willardson, Assistant Town Administrator at willardsond@grafton-ma.gov. **Separately sealed price and non-price (technical) proposals** will be accepted by **Tim McInerney, Town Administrator, 30 Providence Road, Grafton MA 01519** until **February 19, 2016** at **11:00 AM**, when a register of proposals will be made. Separately sealed proposals, including the Proposer's name and address in the upper left-hand corner of each envelope, shall be clearly identified in the lower left-hand corner of each envelope as **PRICE PROPOSAL: MUNICIPAL AGGREGATION CONSULTANT** and **NON-PRICE (TECHNICAL) PROPOSAL: MUNICIPAL AGGREGATION CONSULTANT**. The Town will not be responsible for the premature opening of any proposal not properly identified.

1.3 The Town endeavors to expedite the award and execution of the contract documents. The Contract will be awarded within ten (10) calendar days after the proposals are due. Within five (5) calendar days of the date of the award of contract, the Contract will be executed by the Town and the Proposer to whom the award of contract has been made. Said time deadline may be extended by mutual agreement. Services under the Contract will commence as soon as practical thereafter.

1.4 If any changes are made to this RFP, an addendum will be issued. Addenda will be e-mailed to all Proposers on record as having received the RFP. If the Town issues any addenda to this RFP, each Proposer shall acknowledge on the Proposal Form the receipt of each addendum by addendum number and date.

1.5 Questions concerning this RFP must be submitted via email to **Doug Willardson, Assistant Town Administrator, at willardsond@grafton-ma.gov** before **12:00 pm** on **February 11, 2016**. Written responses will be emailed to all Proposers on record as having received the RFP. All questions and answers will be incorporated into this RFP.

1.6 A Proposer may correct, modify, or withdraw a proposal by written notice which must be received by the Town prior to deadline for submission of proposals. Proposal modifications must be submitted in a sealed envelope clearly labeled, "Modification No. _____." Each modification must be numbered in sequence and must reference the original RFP.

1.7 After the proposal due date, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Town or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the Proposer will be notified in writing; the Proposer may not withdraw the proposal. A Proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

1.8 There is no pre-proposal conference scheduled for this RFP.

1.9 The Town reserves the right to cancel this RFP, or reject in whole or in part any and all proposals, if the Town determines that cancellation or rejection serves the best interests of the Town.

1.10 All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the proposal due date.

1.11 If, at the time of the scheduled date and time proposals are due, Town Hall is closed due to uncontrolled events, such as fire, snow, ice, wind, or building evacuation, the proposal submission deadline will be postponed until 3:00 pm on the next normal business day. Proposals will be accepted until that date and time.

1.12 One (1) original and two (2) copies of the proposal are required.

1.13 The following forms, incorporated herein and included elsewhere in the bid documents, must be submitted with the bid:

a) Price Proposal Form;
b) Non-Collusion Form;
c) Tax Compliance Form;
d) Unemployment Contribution Certification Form;
e) Certificate of Vote, if corporation; and
f) Reference Form

1.14 A proposal must be signed as follows:

a) if the Proposer is an individual, by her/him personally;
b) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; or
c) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

1.15 No performance bond is required for this contract.

1.16 Proposals which are incomplete, conditional, not properly endorsed or signed, or which are otherwise contrary to these instructions may be rejected.

2 SCOPE OF SERVICES

2.1 LEGISLATIVE RESEARCH

In 1997, the Commonwealth of Massachusetts passed legislation relative to restructuring the electric utility industry. Retail access to the electricity market commenced March 1, 1998. The Consultant selected by the Town will review any subsequent amendments to the legislation and conduct a review of any statutory changes pending at the Legislative Branch and any regulatory changes pending at the Department. The Consultant will also be responsible for monitoring federal restructuring legislation for potential impacts to the Town's Municipal Aggregation Program or the Town.

2.2 MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM

The Town seeks a qualified Consultant possessing a thorough understanding of load profiling, power procurement and pricing issues to perform the essential functions of operating the Town's Municipal Aggregation Program approved pursuant to M.G.L. c. 164, § 134. The Consultant or firm will be responsible for all technical and legal aspects of analyzing load data, administering the RFP process, leading negotiations with Competitive Suppliers, and providing ongoing management and monitoring of any Electric Service Agreements ("ESA") executed on behalf of the Town's eligible consumers.

2.3 PREPARATION AND ISSUANCE OF RFPs FOR POWER SUPPLY

When necessary, the Consultant shall develop an RFP for power supply for review and approval by the Town Administrator. In general, the procurement document shall include several components:

a) description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts);
b) services and features desired by the Town;
c) qualification criteria required in order to have a bid considered;
d) criteria used to select the Competitive Supplier;
e) essential provisions of the standard contract between the chosen Competitive Supplier and the Town on behalf of the participating consumers; and
f) term of service.

The Consultant shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their response a signed Non-Collusion Form, stating his/her bid is made freely

without consultation with any other bidder, and a signed Tax Compliance Form, demonstrating compliance with the Commonwealth of Massachusetts tax laws.

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

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

Any RFP issued by the Consultant on behalf of the Town shall be reviewed and approved by the Town Administrator.

2.4 NEGOTIATIONS FOR POWER SUPPLY

The Consultant shall act as the Town's broker during the procurement process. The Consultant shall provide all technical and legal services during the negotiations and terms of any contract with prospective Competitive Suppliers.

No contract negotiated by the Consultant 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 Town Administrator. Any negotiations shall include a requirement that billing for the provider shall be included in the bill from National Grid ("Local Distributor"), its successors and assigns. Nothing herein shall preclude the Town from having outside legal counsel review the terms and conditions of any negotiated contract.

2.5 CONSUMER ENROLLMENT / TRANSITION PROCESS

After approval of the price and term of the agreement by the Town Administrator with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant shall have established procedures to respond to:

a) participating consumer queries and issues;
b) Competitive Supplier issues;
c) Local Distributor issues;
d) media queries; and
e) governmental shifts and proposed policy changes.

2.6 PUBLIC EDUCATION AND NOTIFICATION

The Consultant shall prepare or cause to be prepared all informational and educational materials for the general public and for the media, subject to the approval of the Town Administrator, including meetings with representatives from the media. The Consultant shall include a recommended public education and information strategy to be used as part of the Town's Municipal Aggregation Program following commencement of the power supply contract.

2.7 LEGAL ASSISTANCE

The Consultant shall prepare all required filings for the DOER, the Department, or any other state agency, if applicable, to contracts executed by the Town on behalf of its residents.

2.8 ADMINISTRATION OF MUNICIPAL AGGREGATION PROGRAM

The Consultant will administer and provide technical oversight of the Town's Municipal Aggregation Program including:

a) monitoring and reporting on compliance by the Competitive Supplier with all contract terms and conditions;
b) resolution of contract issues;
c) transition administration of the opt-out process for participating consumers;
d) participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the Municipal Aggregation Program;
e) preparation of written reports on the ongoing operations of the Town's Municipal Aggregation Program to be submitted on a quarterly basis to the Town; and
f) routine updates and attendance at meetings with the Town Administrator and Board of Selectmen, as directed by the Town Administrator.

2.9 MAINTENANCE OF EFFORT

The Consultant, as the administrator of the power supply contract shall, after a contract is executed between the Town and a Competitive Supplier, ensure the Competitive Supplier's compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and website where ratepayers can seek information related to the Town's Municipal Aggregation Program. The Consultant shall provide reports as directed by the Town Administrator in addition to any reporting requirements outlined in this RFP.

The Consultant shall provide a written report concerning the following issues and items to the Town Administrator on a quarterly basis:

a) Competitive Supplier's compliance with all terms and conditions of contract;
b) contract issues and resolutions, if any;

c) whether Competitive Supplier's contract milestones have been met;
d) administration/customer service, defaults, litigation and penalties in order to ascertain compliance with Department regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier;
e) participating consumer review;
f) changes in the financial stability of the Competitive Supplier, if any; and
g) changes in organizational structure of the Competitive Supplier, if any.

The Consultant shall provide a written report concerning the following issues and items to the Town Administrator prior to the expiration, extension or renewal of the contract:

a) assessment on achievement of contract milestones;
b) possible revision or upgrading of goals;
c) market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
d) public process to affirm goals and evaluation;
e) bidding and negotiation process;
f) formulation of new contract; and
g) service transition process, if needed.

2.10 SUMMARY OF RESPONSIBILITIES

The Consultant shall, if not hereinbefore required, provide the following services:

a) obtain and analyze the electrical load data for all participating consumers in the Town;
b) provide broker services including preparing RFPs for Competitive Suppliers, if necessary;
c) prepare and implement a public education plan and eligible consumer outreach program;
d) prepare and submit, with the approval of the Town Administrator, all filings with the Department, the DOER, or any other state agency, if applicable;
e) prepare and negotiate agreements with Competitive Suppliers on terms favorable to the Town;
f) monitor all aspects of the Town's Municipal Aggregation Program and any resulting contractual agreements with Competitive Suppliers;
g) continually analyze the development of market and regulatory issues, and advise the Town on any proposed changes in law or regulation, including those offered by the ISO New England ("ISO-NE") and any pending at the Federal Energy Regulatory Commission ("FERC") which may affect the Town's Municipal Aggregation Program or the Town.
h) Nothing herein shall preclude the Town from having its legal counsel review the terms and conditions of any contract, agreement and/or filing; and/or performance under same.

2.11 MANAGEMENT FEE FOR CONSULTANT SERVICES

The Consultant shall offer a management fee per kilowatt hour (kWh) that the Town 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 Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the Town of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon the Town to execute any contract with any Competitive Supplier, or to operate, execute or maintain the Town's Municipal Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the Town elects, in the Town's sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the Town, as part of a municipal aggregation program. The Board of Selectmen and/or Town Administrator will undertake a good faith review of any contract procured or negotiated on behalf of the Town.

3 MINIMUM QUALITY REQUIREMENTS

3.1 Proposers must provide all of the services described in Section 2 and comply with all Submission Requirements listed in Section 1.

3.2 Proposers must have previous experience in the energy industry and in consulting on the development and implementation of a program for municipal aggregation for retail consumers, pursuant to M.G.L. c. 164, § 134 similar to the proposed contract.

3.3 Proposers must be equipped to undertake and commence the services specified upon the execution of the Contract. Proposers 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. Proposers must describe the projected resource availability for the anticipated duration of the project.

3.4 Proposers must possess the following qualifications to perform the services, and must attach information demonstrating such qualifications titled "Description of Proposer's Qualifications" to the Proposal Form:

a) office location from which the services will be managed;
b) detailed knowledge of M.G.L. c. 164, § 134;
c) detailed knowledge of D.T.E. 06-102;
d) competent legal resources with experience in the deregulation of electricity in Massachusetts; and
e) broker licensed by the Department to do business in the area served by the Local Distributor.

3.5 Proposers must possess any necessary licenses and/or approvals required to act as the Town's agent for its Municipal Aggregation Program to be eligible to submit a proposal.

3.6 Proposer shall not be owned or be a subsidiary of the any Competitive Supplier.

4 COMPARATIVE EVALUATION CRITERIA

All responsive and responsible non-price (technical) proposals will be evaluated and rated on the basis of the following comparative criteria.

4.1 Relevant experience of Proposer and/or proposed staff:

a) **Highly Advantageous:** The Proposer has at least six (6) years or more of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.
b) **Advantageous:** The Proposer has at least three (3) years but less than six (6) of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.
c) **Non-Advantageous:** The Proposer has one (1) but less than three (3) years of experience consulting with municipalities on municipal aggregation services of similar size and scope to this contract.

4.2 Proposer's demonstrated ability to develop and complete an electrical or municipal aggregation process on a timely basis:

a) **Highly Advantageous:** All of the Proposer's references indicate that the process was completed on schedule or with minimal, insignificant delays.
b) **Advantageous:** Only one of the Proposer's references indicates that the process was completed with substantial delays attributable to the Proposer, and no current process or process completed in the last three (3) years experienced substantial delays attributable to the Proposer.
c) **Not-Advantageous:** Two (2) of the Proposer's references indicate that the process was completed with substantial delays attributable to the Proposer, and no current process or process completed in the last year experienced substantial delays attributable to the Proposer.

4.3 Proposer has the qualifications and resources necessary to perform the service objectives stated in the RFP for administering and monitoring energy-related contracts for the Town's Municipal Aggregation Program:

a) **Highly Advantageous:** The Proposer possesses all of the qualifications necessary to meet all of the Town's objectives stated in the RFP.
b) **Advantageous:** The Proposer possesses most of the qualifications necessary to meet all of the Town's objectives stated in the RFP.
c) **Non-Advantageous:** The Proposer possesses few of the qualifications necessary to meet all of the Town's objectives stated in the RFP.

5 REFERENCES

5.1 Proposers must submit a complete list of current clients for which they provide services

similar in size and scope to the services requested by the Town herein. References must include firm names, contact persons and contact numbers.

5.2 Poor references may be a basis for a determination that the Proposer is not a responsible Proposer.

6 RULE FOR AWARD

6.1 The Contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria.

6.2 The Contract price will remain firm for the term of the Contract, including any extension option term which is exercised by the Town in its sole discretion.

6.3 The award of the Contract will be made by the Town Administrator. To be eligible to receive contract award, a Proposer must be equipped to undertake and perform all the services specified in the proposal documents, and must satisfy all other requirements of this RFP.

6.4 The selected consultant will be required to execute a contract in substantially the same form as provided in Section 7.3 of this document.

7 FORM OF CONTRACT AND ADDITIONAL TERMS AND CONDITIONS

7.1 **General Laws Compliance:** The Consultant will comply with all federal, state and municipal laws, ordinances, rules and/or regulations as amended which are applicable to the Consultant's obligations pursuant to this contract for services.

7.2 **Fair Employment Practices:** The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or physical or mental handicap.

The Consultant agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including: Tide VII of the Civil Rights Act of 1964; The Age Discrimination in Employment Act of 1967; The Americans with Disabilities Act of 1991; M.G.L. c. 15lB, § 4 (and all relevant subsections); and all relevant Administrative Orders and Executive Orders (including Executive Order No. 227).

7.3 **Form of Contract and Standard Terms and Conditions as Follows:**

TOWN OF GRAFTON

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

This Consultant Agreement is made and entered into this _____ day of _____, 2016, by and between the Town of Grafton ("Town"), a municipal corporation having its principal place of business at 30 Providence Road, Grafton, MA 01519 as represented by Tim McInerney, Town Administrator acting for and on behalf of the Town who signs these presents in his official capacity and incurs no liability in his individual capacity, and _____. It is agreed between the parties hereto as follows:

SCOPE OF SERVICES, DELIVERABLES: (To be inserted as outlined in the specifications contained in the Request for Proposals.)

CONTRACTUAL RELATIONSHIP: The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Request for Proposals 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 M.G.L. c. 149, § 148B, the Consultant is: (1) free from 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 service.

APPLICABLE LAW: This Agreement shall be construed in accordance with the Uniform Procurement Act, M.G.L. c. 30B, and other laws of the Commonwealth of Massachusetts.

PAYMENT TERMS AND SCHEDULE: The Consultant shall receive a price of _____ per kilowatt hour (kWh). Said price per kWh shall be the complete price for all services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier.

TAX COMPLIANCE: The Consultant has provided certification of tax compliance in accordance with M.G.L. c. 62C, § 49A.

UNEMPLOYMENT CONTRIBUTION: The Consultant has provided certification of unemployment contribution or payments in lieu of contributions in accordance with M.G.L. c. 151A, § 19A.

DEBARMENT: 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 there under.

INDEMNIFICATION: 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 Consultant's performance of a Contract, by the Consultant, its employees, or agents, 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. The Consultant further agrees to reimburse the Town for damage to the Town's 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 an 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.

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

AMENDMENTS OR CHANGES: Any amendments or changes to this Agreement must be in writing, in compliance with M.G.L. c. 30B, and signed by officials with authority to bind the Consultant and the Town.

ABANDONMENT OF WORK OR OTHER DEFAULT: The Consultant agrees that abandonment or delay of services, or the supply of reports after the date of execution of this Agreement, shall be a breach of this Agreement. The Town may, by whatever legal remedies are available to it, complete or cause to be complete, the work or services and the Consultant shall bear full responsibility of the entire cost of completing the terms of the Agreement and agrees to pay to the Town any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Town by reason of any of the foregoing causes.

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 shall become null and void.

TERMINATION: This Agreement shall terminate 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 under this Section upon prior written notice to the Consultant; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement and its incorporated attachments 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.

SEVERABILITY: And it is further agreed by the Consultant and the Town that 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.

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 _____ with options to renew/extend for _____. 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.

FOR THE CONSULTANT
BY:

_____
(INSERT NAME AND TITLE)

Date: _____

_____

_____

_____

Date: _____

FOR THE TOWN OF GRAFTON
BY ITS BOARD OF SELECTMEN:

_____
Craig Dauphinais, Chair

_____

TOWN OF GRAFTON

PRICE PROPOSAL FORM
CONSULTANT FEE
FOR MANAGEMENT OF THE TOWN'S MUNICIPAL AGGREGATION PROGRAM AND ENERGY-RELATED SERVICES

NAME OF CONSULTANT:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE: **FAX:**

EMAIL:

TOTAL FEE: $_____ per kWh of electricity used by those participating consumers enrolled in the Town's Municipal Aggregation Program.

I acknowledge that the Town of Grafton, as the Awarding Authority, reserves the right to reject in whole or in part any and all proposals, if the Town determines that rejection serves the best interests of the Town. Further, I acknowledge any contract will be awarded to the responsive and responsible Proposer offering the most advantageous proposal taking into consideration all evaluation criteria pursuant to this Request for Proposals and the Town's decision is final to the extent allowed pursuant to M.G.L. c. 30B, as amended.

By my signature, I acknowledge receipt of the following ADDENDA (if any) to this Request for Proposals:

Addendum # _____ through Addendum #_____

I, the undersigned, do hereby certify:

a) that the certifications required by this Request For Proposals are included with the Non-Price (Technical) Proposal, completed, and signed by an authorized official of the Proposer;

b) that all services for which the Proposer offered a proposal are available;

c) that the only parties interested in this Proposal as principals are named herein;

d) that I have carefully examined the proposed scope of services and all conditions existing so as to be fully informed and satisfied as to the intent and meaning of all contract documents and the proposed services to be rendered;

e) that the Proposer will enter into a contract with the Town to deliver all the services as required and specified in the contract, in the manner and time prescribed therein; and

f) that the Proposer will take in full payment for all services to be rendered hereunder the price applicable to the services as stated above and said payment shall be made to the Proposer as the selected Consultant for the Town by the Competitive Supplier, with no costs to the Town during any contract term.

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

DATE: _____

A proposal must be signed as follows:

a) if the Proposer is an individual, by her/him personally;

b) if the Proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; or

c) if the Proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

[THIS FORM IS TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE.]

REQUIRED CERTIFICATIONS

1. **Certification of Good Faith**: Pursuant to M.G.L. c. 30B, § 10, I certify 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.

_____

Signature of Person Signing Bid or Proposal

_____

Name and Title (Typed)

_____

Company Name

Date: _____

---

2. **Certification that State Taxes are Filed and Paid:** Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

_____

Signature of Individual/Corporate Name (Mandatory) or Corporate Officer (Mandatory, if applicable)

_____

Social Security Number (Voluntary) or Federal Identification Number

Date: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

---

3. **Unemployment Contribution Certification:** Pursuant to M.G.L. c. 151A, § 19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, said individual/corporation/company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

_____

Signature of Person Signing Contract

_____

Name and Title (Typed)

_____

Company Name

Date: _____

CERTIFICATE OF VOTE

I, _____, Clerk of _____ hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on _____ which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That _____ [***Name of Officer Authorized to Sign for Corporation***] be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such _____ [***Name of Officer***] to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that _____ is the duly-elected _____ of said corporation.
[***Name of Officer***] [***Title***]

Signed: _____
[***Clerk-Secretary***]

Place of Business: _____

Date of Contract: _____

AFFIX CORPORATE SEAL

Countersignature: _____
[***Name and Title of Officer***]

[In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.]

REFERENCE FORM

Submitter: _____

IFB/RFP Title: TOWN OF GRAFTON'S MUNICIPAL AGGREGATION PROGRAM

Submitter must provide references for CURRENT CONSUMERS, preferably municipalities.

Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____

Description and Date(s) of Supplies or Services Provided:

_____
_____

Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____

Description and Date(s) of Supplies or Services Provided:

_____
_____

Reference: _____ **Contact:** _____
Address: _____ **Phone:** _____
_____ **Fax:** _____

Description and Date(s) of Supplies or Services Provided:

_____
_____

[Make additional copies as necessary or submit in similar format.]

PEREGRINE
ENERGY GROUP

TOWN OF GRAFTON

PRICE PROPOSAL FORM
CONSULTANT FEE
FOR MANAGEMENT OF THE TOWN'S MUNICPAL AGGREGATION PROGRAM
AND ENERGY RELATED SERVICES

NAME OF CONSULTANT: Peregrine Energy Group, Inc.

ADDRESS: 2 Oliver Street, 8th Floor, Boston, MA

CITY / STATE / ZIP: 02109

TELEPHONE: 617-367-0777 **FAX:** N/A

EMAIL: pgromer@peregrinegroup.com

TOTAL FEE: $.001 per kWh of electricity used by those eligible consumers enrolled in the Town's Municipal Aggregation Program.

I acknowledge that the Town of Grafton, as the Awarding Authority, reserves the right to reject in whole or in part any and all proposals, if the Town determines that rejection serves the best interests of the Town. Further, I acknowledge any contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal taking into consideration all evaluation criteria pursuant to this Request for Proposals and the Town's decision is final to the extent allowed pursuant to M.G.L. c.30B, as amended.

By my signature, I acknowledge receipt of the following ADDENDA (if any) to this Request for Proposals:

Addendum # N/A through Addendum # N/A

I, the undersigned, do hereby certify:

(a) That the certifications required by this Request for Proposals are included with the Non-Price (Technical) Proposal, completed, and signed by an authorized official of the Proposer;

(b) That all services for which the Proposer offered a proposal are available;

(c) That the only parties interested in this Proposal as principals are named herein;

(d) That I have carefully examined the proposed scope of services and all conditions existing so as to be fully informed and satisfied as to the intent and meaning of all contract documents and the proposed services to be rendered;

(e) That the Proposer will enter into a contract with the Town to deliver all the services as required and specified in the contract, in the manner and time prescribed therein; and

(f) That the Proposer will take in full payment for all services to be rendered hereunder the price applicable to the services as stated above and said payment shall be made to the Proposer as the selected Consultant for the Town by the supplier of electrical power, with no costs to the Town during any contract term.

AUTHORIZED SIGNATURE: _____

PRINT NAME: Paul W. Gromer

DATE: February 18, 2016

A proposal must be signed as follows:

1) If the proposer is an individual, by her/him personally;

2) If the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and

3) If the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

[THIS FORM TO BE SUBMITTED IN A SEPARATEDLY SEALED ENVELOPE.]

Community-Focused Aggregation

Peregrine Energy Group

Bay State Consultants

Our team

Peregrine Energy Group

Aggregation plan development & regulatory approval; customer education & support

- Founded by former Massachusetts Commissioner of Energy Resources
- Over 20 years experience representing clients before the MA DPU and working with Massachusetts utilities
- Broad experience with municipal energy initiatives, such as Renew Boston and the Cambridge Net Zero Task Force

Bay State Consultants

Electric procurement; contract negotiation

- Helping communities to negotiate cost-effective electric supply contracts for the past 18 years
- Has procured more than 700 energy contracts for more than 150 municipal clients
- Has negotiated off-take agreement supporting 28 MW of solar capacity installed

For cities and towns that want to be more than just one of many

- Cambridge
- Chelmsford
- Greenfield
- Natick
- Nantucket
- Salem
- Sutton
- Swampscott
- Westborough

In all cases, using aggregation to advance environmental goals

Additional renewables in power supply

Local renewables

Farm-based renewables

A community-focused approach means…

- A regulatory strategy focused on you, not a regional group
- Education, not sales, with community branding and a Massachusetts-based customer support team
- A procurement strategy that enables local decision-making and community-specific prices with no cross subsidies

More communities DOES NOT mean a lower price

	Procurement date	MWH	2-year price
Westborough	Nov 4	100,000	9.2
Chelmsford	Nov 4	150,000	9.3
SRPEDD (one price for 23 communities)	**Nov 10**	**1,700,000**	**9.5**

Subsidy avoided by Westborough and Chelmsford:

$300,000/yr

Grafton Basic Service customers

	Customer Accounts	Annual kWh Use
Residential	5,800	45,000,000
Non- residential	500	7,000,000
Total	6,300	52,000,000

Thank you!

Paul Gromer / pgromer@peregrinegroup.com

Marlana Patton / mpatton@peregrinegroup.com

Introduction

Municipal aggregation presents an opportunity for the Town of Grafton to bring its residents and its businesses lower electricity prices, protect them from the volatility of winter utility prices, and give them access to greener energy cost effectively. Our consulting team can get you there with the strongest possible offering, the strongest protections for your community, and an aggregation that is more than Basic Service under another name.

The team of Peregrine Energy Group and Bay State Consultants has successfully partnered on community-focused aggregations that have delivered some of the lowest aggregation prices in the state of Massachusetts. Our aggregations have also been among the first to include 5% MA Class 1 RECs above the requirements of the state renewable portfolio standard. Our partnership builds off our unique expertise in Massachusetts energy regulation, extensive experience with municipal electricity procurement, and our long history with municipal energy management. We deliver a rapid aggregation planning process, a hassle-free approval process, and the best pricing possible.

When it comes to community outreach, we focus on education, not sales, so your constituents know your program is one they can trust. They receive the clearest, most accessible communications and education, and outstanding customer support.

A hall mark of our approach is the delivery of **community-focused aggregations** that reflect the personality, branding, and policy goals of each community. That means a Grafton-specific supply contract, Grafton-specific environmental options, Grafton-specific prices, and Grafton branding on everything. We do not believe in and will not propose a one-size-fits-all-contract and expose you to the hidden subsidies inherent in that approach. In our view, the super-sized, multi-community aggregations promoted by others is good for consultants, but risky for communities.

Our team has procured community-specific aggregation supply contracts for Natick, Greenfield, Salem, Swampscott, Chelmsford, and Westborough, and we have been selected to do the same for Cambridge, Sutton, and Nantucket. We have been in involved with aggregation in Massachusetts from the very beginning. We filed the first aggregation petition in Massachusetts, and we drafted the state's *Guide to Municipal Electric Aggregation in Massachusetts*, which remains a critical resource for communities exploring the idea of aggregation.

The key to savings is procurement expertise. Our municipal procurement experience is unmatched in Massachusetts. Our team has conducted 700 community-specific electricity and natural gas procurements for more than 150 municipal clients, and we have been providing procurement services to local communities for 15 years. In November 2015 we procured two of the lowest priced aggregation supply contracts in the state for Westborough and Chelmsford, and in both case, the price was lower than the price for a large regional aggregation that was procured six days later. We pride ourselves on providing clear guidance on how the electricity market is performing, the most recent trends in the electric market, how to structure pricing, and contract duration. We have interacted with all of the suppliers currently active in the Massachusetts municipal market, and we are experienced with a full range of pricing strategies and contractual options. Additionally, our team includes attorneys who are intimately familiar with and able to secure agreement on the terms and conditions that provide the greatest protection for Grafton residents and businesses.

The key to aggregation participation is outstanding customer education and support. We have the resources and the team to deliver that education and support with an intensive, hands-on focus. Our focus is education, not sales. Our goal is to build trust and participation. We start the education process while the aggregation plan is being developed, participating in-person in community events and stakeholder meetings. Building from an arsenal of tested, effective materials, we develop clear informational content for staff, the public, and the media that explains the basics and makes it easy for everyone to get answers. When your supply contract has been signed, we implement a more formal outreach campaign that integrates a range of polished outreach strategies and vehicles.

While all of this is happening, our experienced, **Massachusetts-based customer support team** is available, personally taking calls and answering emails. Rather than simply directing customer support questions to the electricity supplier, our team works hands on to make sure that everyone in your community understands your program, its benefits, and their right to opt out. After your program launches, our customer support team remains available, as does the rest of our team, answering questions, providing regular updates, and offering guidance on how the electricity market continues to evolve. Our team prides itself on its polished and patient approach to explaining complex energy topics to both energy experts and non-experts alike. Our team has built its expertise by providing phone- and email-based support to the other aggregations that we manage as well as to the 302 municipal and regional entities that use **MassEnergyInsight**, a web-based tool that we developed and now manage.

Aggregation plans must go through a rigorous review process before two state agencies: The Department of Energy Resources (DOER) and the Department of Public Utilities (DPU). Our team brings a long history of working hands-on to guide municipal officials through complex energy projects. Our team includes former DOER Commissioner Paul Gromer, a Harvard-trained attorney and a specialist in utility regulatory law, with a 20-year career practicing before the MA DPU and other public utility commissions in New England.

For those communities with sustainability goals, aggregation presents a unique opportunity to significantly **increase the local use of renewable energy resources**, such as solar and wind. If Grafton is interested in that aspect, we can work with you to craft an electricity supply contract that meets your particular goals. All of our aggregation plans feature optional green products, making them among the only aggregations in the state other than the Cape Light Compact to do so. Additionally, we launched some of the first aggregations in the state with standard offerings that included 5% more MA Class 1 RECs than required by the state. In addition to electricity supply, we have procured 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that involved negotiations with 30 solar bidders for 54 MW of solar capacity, 28 MW of which is in operation. Also, we founded the Solar Energy Business Association, drafted the state's net metering and solar carve out laws, conducted wind project feasibility studies for Harvard University, Brandeis University, Whole Foods, and the Town of Weymouth, and drafted solar guidebooks for the Clean Energy Center and the City of Cambridge.

Qualifications of Project Team

We offer a cohesive team with a long history of collaboration and deep qualifications in all areas necessary to ensure that the Town of Grafton runs a successful aggregation.

Peregrine Energy Group is an energy consulting firm founded in 1992 by former Massachusetts Energy Commissioner Paul Gromer. Peregrine specializes in helping cities and towns with all aspects of energy procurement, energy contract monitoring, energy management, and the design and implementation of community-wide energy initiatives and has worked with hundreds of communities throughout New England. For example, for five years Peregrine was the lead consultant to the City of Boston for the Renew Boston program, a comprehensive energy initiative for all Boston residents and businesses. Peregrine helped the city with program design, strategic planning, data analysis, and interaction with the two utilities serving the city, NSTAR and National Grid. Peregrine has particular expertise in energy data reporting and analysis, and developed and manages MassEnergyInsight, the state's online energy data reporting tool for cities and towns. Additionally, Peregrine has conducted numerous community-wide energy use analyses, including for the Cambridge Net Zero Task Force.

Peregrine drafted the original state guide to municipal aggregation and for the last four years has been planning, designing, and implementing municipal aggregation programs in Massachusetts in partnership with Bay State Consultants.

Bay State Consultants is an energy brokerage firm specializing in cities and towns. Since 2001, Bay State has procured more than 700 community-specific electric and natural gas contracts for more than 150 municipal clients. As an active energy broker, Bay State is in the market on average every two weeks, testing other firms' market projections against actual, Bay State-managed, competitive bids. In addition to procuring electricity supply, Bay State has procured 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that has involved negotiations with 30 solar bidders for 54 MW of solar capacity, 28 MW of which is in operation.

Team Members

We offer a team with deep qualifications in all areas necessary to run a successful aggregation. We anticipate all team members being available for the full duration of the aggregation plan development, program launch, and program management. Our team includes the following members:

Team member	Role
Paul Gromer Peregrine Energy Group	Project lead, aggregation plan development, regulatory approvals
John Shortsleeve Bay State Consultants	Contract negotiation, dispute resolution, energy/ REC strategy development, solar procurement
Susan Shortsleeve Bay State Consultants	Supply procurement, after-contract support
Steven Weisman Peregrine Energy Group	Renewable energy

Marlana Patton Peregrine Energy Group	Customer education and communications
Eric Weisman Peregrine Energy Group	Customer support
Joe Shortsleeve Peregrine Energy Group	Customer Support, renewable energy support

Paul Gromer, CEO, Peregrine Energy Group, literally helped to write the book on municipal aggregation in Massachusetts, the state's *Guide to Municipal Aggregation.* He brings a deep understanding of both what is possible within an aggregation and how the aggregation implementation process works. Paul has been engaged in energy policy and regulatory issues in the Commonwealth for more than 20 years. He was appointed by the Department of Public Utilities to the state Energy Efficiency Advisory Council, which reviews the utility energy efficiency programs. As the director of a solar industry trade association, Paul drafted the industry bills that became the basis for the Green Communities Act, the net metering legislation, and the solar carve out to the Renewable Portfolio Standard. Paul is a graduate of Harvard Law School and an experienced regulatory attorney. In addition to his work before the Massachusetts Department of Public Utilities, he has represented clients before utility regulatory commissions in Connecticut, New York, New Jersey, Rhode Island, Pennsylvania, New Hampshire, and Maine. Paul will develop the aggregation plan and will take the lead securing the regulatory approvals.

John Shortsleeve, President and General Counsel, Bay State Consultants, has been helping communities to negotiate cost-effective electric supply contracts for the past 15 years. To date, the company he founded has procured more than 700 community-specific electric and natural gas contracts for more than 150 municipal clients. He is one of the pioneers of municipal aggregation in Massachusetts, having filed the very first petition for municipal aggregation in 1998. For the past three years, he has focused on the procurement of 26 large-scale solar projects for municipal clients in Massachusetts and Connecticut, an effort that has involved negotiations with 30 solar bidders for 54 MW of soar capacity, 28 MW of which is in operation. He will serve as the contract negotiation lead for the aggregation, and his role will involve dispute resolution in any contract dispute and providing energy market monitoring expertise.

Susan Shortsleeve, Chief Operating Officer and Principal, Bay State Consultants, has been helping communities manage their electric supply contracts for the past 10 years and manages the Bay State conventional electric and natural gas procurement business. Her responsibilities include developing procurement documents, communicating with suppliers both before and after contract award, and providing after-contract client support for resolving enrollment and billing issues or any other problems short of a formal dispute during the term of the supply contract. Susan will take the lead in developing the draft of the RFP for the aggregated supply contract, which will then be refined through an iterative process that will include review by and comments from municipal officials.

Steve Weisman, Vice President, Peregrine Energy Group, leads Peregrine's municipal energy management practice and brings deep renewables expertise. Steve is the former Director of the Green Power Group for the Massachusetts Renewable Energy Trust, where he developed the Massachusetts community wind program. He has conducted wind project feasibility studies for Harvard University and

other clients. He has also drafted solar guidebooks for the Clean Energy Center and the City of Cambridge. He will take the lead in drafting renewable energy components of the Aggregation Plan.

Marlana Patton, Director of Communications, Peregrine Energy Group, brings more than 20 years of communications experience. She regularly creates and delivers communications on behalf of clients and manages client relationships for Peregrine, while crafting proposals and overseeing corporate message development. She will take the lead in the development of the Public Education Plan.

Eric Weisman, Manager of Customer Support, Peregrine Energy Group, serves as the Customer Support Manager at Peregrine, supporting users of Peregrine's energy data reporting tools, MassEnergyInsight and Peregrine Focus, and answering questions about energy use and utility bills. He is equally comfortable working with users with a wide array of energy-literacy skills, from the beginner to the expert. He will oversee the dedicated hotline for customers with questions about the aggregation.

Joe Shortsleeve, Analyst, Renewable Energy, Peregrine Energy Group, helps to explore renewable energy opportunities for aggregations and helps to oversee a dedicated hotline for customers with aggregation questions. While studying at Columbia University, he founded the first fossil fuel divestment campaign in New York City, Columbia Divest for Climate Justice, and he co-founded the national student-led organization of fossil fuel divestment campaigns, Divestment Student Network.

Scope of Services

Introduction

We propose dividing the scope of services into four chronological implementation phases:

- Phase 1: Aggregation planning and regulatory review
- Phase 2: Energy supply contract negotiation & supply procurement
- Phase 3: Public education and the initial opt-out period
- Phase 4: Aggregation implementation and management

A. Phase 1: Aggregation Planning and Regulatory Review

Phase 1 includes the development of the aggregation plan, consultations with the Massachusetts Department of Energy Resources (DOER) and National Grid and the Department of Public Utilities (DPU) approval process. The aggregation plan will be designed to provide consumers with lower-cost electricity supply, stable electricity costs over time, and greener electric supply. *At the conclusion of Phase 1, Grafton will have a complete aggregation plan that has been approved by the DPU.*

1. Aggregation plan

The aggregation plan articulates both the goals of the aggregation and Grafton's approach to achieving those goals. The plan must be developed in consultation with the DOER and be approved by the DPU.

We will follow these key steps in developing an aggregation plan with Grafton:

1. Meet with Grafton to discuss objectives and options for the plan.
2. Based on the feedback received, prepare a draft of the aggregation plan that complies with the statutory and regulatory requirements and meets Grafton's objectives. Then secure approval to proceed.
3. Consult with the DOER (as required by the statute) and seek input on the proposed plan. This is a critical step. It is very important to elicit both DOER's recommendations and any concerns that they may have and to address those recommendations and concerns in the plan. This will help to ensure that the DPU approval process (see below) is as smooth as possible.
4. Consult with National Grid and seek input on the proposed plan. As with DOER, consultation with the utility early on is very valuable and can help to facilitate both the DPU process and the implementation of the plan.
5. Based on the comments of DOER and the utility and Grafton's preferences, prepare the final draft of the aggregation plan.

2. DPU Approval Process

The aggregation plan must be approved by the DPU. This is a regulatory process that can require six months or more. We will manage this entire process, including developing the regulatory filings and representing Grafton before the DPU.

The heart of our regulatory strategy is to prepare an aggregation plan that is simple, straightforward, and clearly communicates both Grafton's approach to aggregation and how that approach satisfies all DPU requirements. As an example of our approach, the aggregation plan that we prepared for Westborough is attached as part of Appendix D.

Our team has secured DPU approval for the Natick, Greenfield, Salem, Swampscott, Chelmsford, and Westborough aggregation plans and has represented scores of clients before the Massachusetts DPU and regulatory commissions in other states. We will ensure that the regulatory approval process is as smooth as possible.

B. Phase 2: Energy supply contract negotiation and supply procurement

Our preparation for Phase 2 occurs before this phase formally begins. We initiate and maintain an ongoing dialogue with all of the current suppliers in the Massachusetts aggregation market, as well as with suppliers that are thinking of entering the Massachusetts aggregation market. Our objective is to maintain a relationship with every potential bidder so that when the actual procurement begins, we can manage the most robust competition possible.

During Phase 2, we will prepare and issue a supply RFP, negotiate contract terms, and secure final pricing. The RFP process will include a middle step in which we will market-test green options and supply options

of various lengths and will present those market-tested options to Grafton for review and approval before finalizing the RFP.

Our approach will be as follows:

Step 1: Qualifications and contracts: We will request a qualifications statement from suppliers that focuses on: a) their customer service track record and supportive references, b) their financial strength, and c) a contractual response. We will evaluate the customer service and financial qualifications and negotiate any exceptions taken in the contractual response. We will then review with Grafton the qualifications and contracts from each bidder and establish a shortlist of qualified bidders. During step 1, we negotiate all aspects of the contract with each bidder before soliciting any prices. In this way, we ensure that all contracts are fundamentally equal. In doing this, we also streamline Grafton's decision-making process on the day that executable prices are received because, with all other elements of the contract already negotiated, price is then the only point of comparison between bidders.

Step 2: Request for indicative prices: We will ask the shortlisted bidders to submit indicative (non-binding) prices for a variety of options, including contracts of varying durations and varying "green" options, and review that updated market intelligence with Grafton. Based on that review, we will establish the contract options that we wish to include in the final request for executable prices.

Step 3: Updated energy trends: A few days prior to the date selected for receiving the final prices, we will prepare an updated energy trends memo, again focusing on long-term trends (for example, 10- to 20-year trends), shorter-term trends (for example, trends over the last 12 months), and recent electric bids procured by our team.

Step 4: Request for executable prices: After we have completed the energy trends review, we will then ask for final executable prices from every shortlisted bidder. We will ask for prices for a supply period that will begin after the public education process has been completed. On the date selected for final pricing, we will receive the bids, evaluate them, and make our recommendation to Grafton. Because we expect to procure all-inclusive pricing with no pass-through charges, the evaluation should be straightforward. The prices will only be good until the close of business on that day. In order to accept a bid, Grafton will need to execute the winning contract that day, or alternatively, reject all bids.

If Grafton decides to reject all bids on any given pricing date, we will repeat the call for prices as often as needed until market conditions allow us to procure a price that is acceptable to the Town.

At the conclusion of Phase 2, we will have an executed supply agreement that is ready for implementation.

C. Phase 3: Public education and the initial opt-out period

We implement a three-part education and communication effort that ensures the broadest reach and the clearest communications for your programs.

Outreach plan example

During program planning and approval

The first part of our education and communication effort actually occurs before the formal public education and opt-out period. It starts when we begin the aggregation plan development and approval process. Early on, we participate in community events to explain how aggregation works and make sure community members know and are excited about your program. We develop web and media announcement content to introduce your program, explain the basics, and make it easy for everyone to find answers, including municipal staff. We work with you to identify key stakeholder groups, meet with them, and ensure their understanding of your program. And we attend meetings with municipal staff and stakeholders to answer questions, allay concerns, and ensure the full engagement of everyone who has a stake in the success of your program.

Specifically, initial efforts will include:

- Board of Selectmen / City Council presentations: Very early in our engagement we can meet with the board of selectmen to ensure that the elected community leaders are fully informed about the aggregation and to answer any questions that they may have. If this meeting is public and televised, it can also function as an initial means of communicating with the community.
- Community stakeholder meetings: We will meet with stakeholder groups that have a particular interest in the aggregation, as directed by Grafton municipal staff, in order to inform them about the program, and to build support.
- Initial public education: We will work with Grafton to begin getting the word out about the upcoming aggregation. These efforts typically include:
    - The development of initial web content describing aggregation at a high level
    - The creation of an initial media announcement about the program and the draft aggregation plan
    - Participation in community events such as energy fairs or town days
- Opt-out letter creation: An initial draft of the opt-out letter and reply postcard are drafted and designed and then submitted as exhibits with the draft aggregation plan to the DOER and the DPU for approval. This early version uses placeholders for pricing and program options. (See *Appendix C – Outreach Materials Examples* for an opt-out letter example.)

Initial opt-out period

Once your electricity supply contract has been signed and we know program details around pricing and timing, we move into the second part of our education effort and implement a formal outreach campaign to your community in the 30 days before your program launches. Known as the opt-out period, this 30-day period of outreach is a requirement of all programs. To ensure its success, we roll out our tested marketing plan, customized for your community.

Specifically, these efforts will typically include the following:

- We will build from a standard suite of materials that have been used successfully throughout the state – announcements, brochures, web content, social media content, talking points – tailor them

with your branding and your priorities, have them translated into other languages if needed, and use them to get the word out.

- We will work your chosen electricity supplier to mail a letter to all potential program participants that explains the program and their right to opt out. Required of all programs, this letter is a key communication vehicle that includes a mechanism, typically a postcard, for recipients to use to opt out of the program if they wish to do so.
- We will schedule a series of community education events at your town hall and/or library. We take special care to connect with vulnerable populations, such as seniors or non-native English speakers. We make a point of having our staff present at every single event.
- We will also make appearances on local cable access programs and provide slides and other content for broadcast.

While all of this is happening, our experienced customer support team is available, taking calls and answering emails, making sure that everyone in your community understands your program, its benefits, and their right to opt out.

Your community bears none of the costs for these efforts. All costs are born either by our team or by the electricity supplier.

After program launch

The third part of our education effort occurs after your program launches and occurs simultaneously with Phase 4 below. Our customer support team remains available, as does the rest of our team, answering questions, providing regular updates, and offering guidance on how the electricity market continues to evolve. We work with the supplier to communicate with new residents in town about the program on a regular basis to ensure we engage and enroll as many as we can. And we continue to make ourselves available for events to explain the program and make sure your community understands its value.

D. Phase 4: Aggregation implementation and management

After the aggregation plan has been developed and approved, the supply contract executed, and the education plan delivered, the program is ready for Phase 4—launch. Phase 4 involves enrolling customers into the aggregation and then providing continual support for the program. That support will include monitoring the performance of the supply contract, helping to resolve disputes, ongoing energy market and policy monitoring, preparing and filing reports, and managing replacement procurements when market conditions are right.

Specific tasks will include:

1. Overseeing the supplier's implementation of customer enrollments and customer opt-outs and responding to any issues that may develop during those processes.
2. Operating and maintaining a customer support hotline and web site to provide timely and professional answers to consumer questions regarding continuing rights to and procedures for electing to:

a. opt out

b. opt in

c. opt back in after having previously opted out

d. select one of the contract options (such as a green product for example.)

3. Preparing quarterly reports to Grafton detailing the number of customers participating in the aggregation, the number opting out, and the total kilowatt-hours of electricity supplied through the aggregation, the supplier's performance, and the other items specified in the RFP.
4. Representing the Grafton in any dispute that arises with the supplier during the term of the contract.
5. Monitoring the energy markets and advising Grafton when it is timely to repeat the steps described Phase 2 to procure a replacement supply contract so that it is in place when the current contract lapses. Depending on the term of the baseline contract, this is likely to be an annual occurrence.
6. Monitoring state legislative and regulatory changes, as well as any relevant federal laws or regulations, and keeping Grafton apprised of any changes that may impact the aggregation.
7. Providing all ongoing reports to regulatory authorities as required.
8. Meeting with Grafton as requested to provide any ongoing support that is required.
9. Managing any media queries and referring to Grafton as appropriate.
10. Prior to the conclusion of our contract, providing a report assessing results and making recommendations for enhanced goals or services and for a transition process if needed.

E. Roles and responsibilities

The roles and responsibilities of the key organizations involved in the aggregation are as follows:

Grafton

- Authorize the development of the plan
- Approve the plan
- Approve and execute the contract with the supplier
- Provide policy direction and decision making
- Oversee the consulting and legal team

Consulting and legal team

- Develop the aggregation plan
- Manage the DPU review and approval process
- Manage supply procurement and negotiate the contract with electricity supplier
- Develop and implement the public education plan
- Provide customer support
- Monitor supplier performance
- Monitor the market and advise when it is timely to procure the next supply contract

Electricity supplier

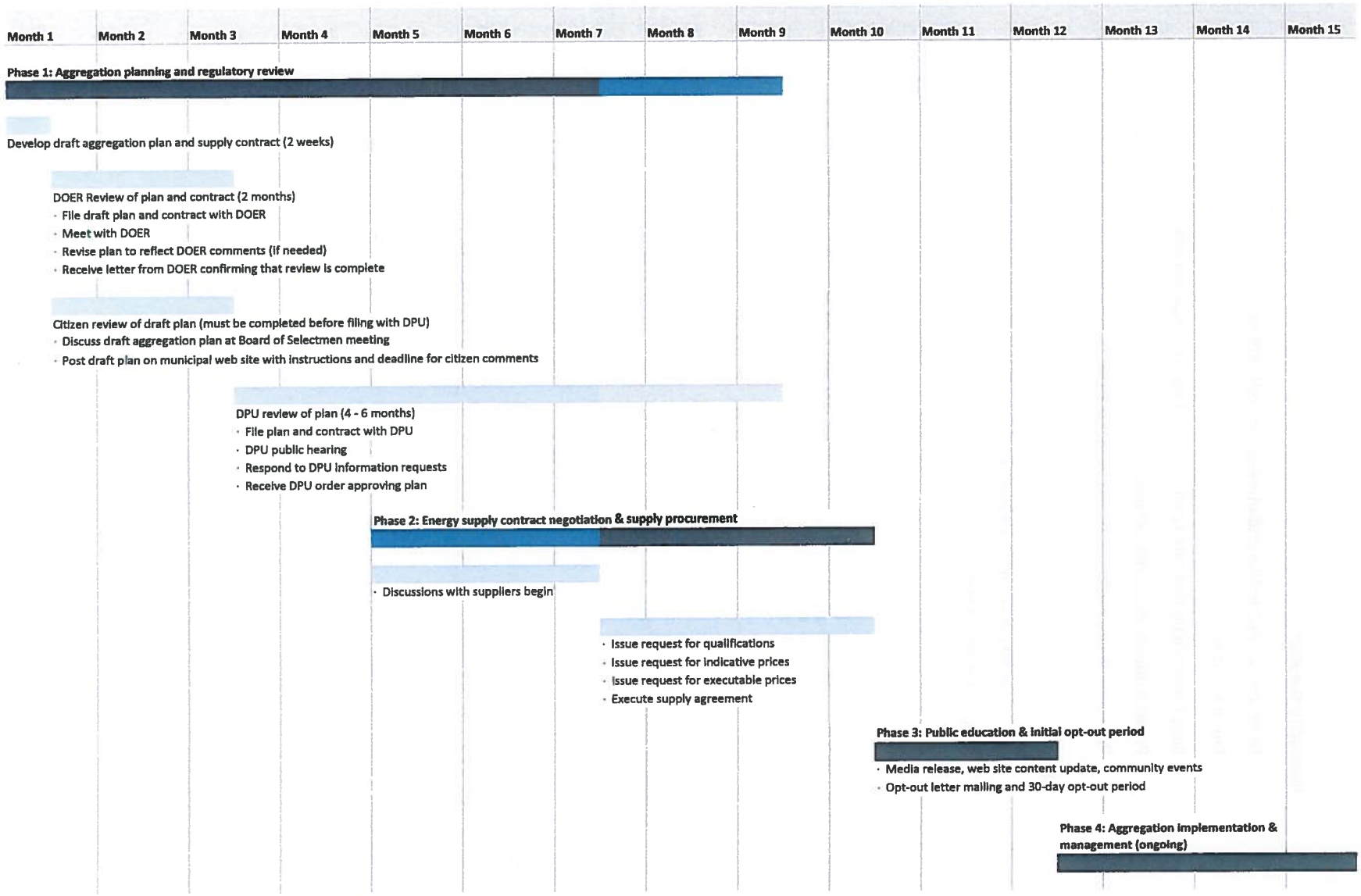
- Send the opt-out notice and manage opt-out replies
- Enroll customers
- Supply electricity and satisfy all ISO New England requirements
- Provide quality customer service
- Provide the electricity content disclosure label

Utility

- Bill customers and collect payments
- Provide delivery service

Schedule

The exact schedule will depend on the timing of actions taken by Grafton, as well as those taken by state regulatory bodies. With that in mind, the schedule below reflects a typical process for the development and implementation of an aggregation plan:



Program Options

Some of best ways for an aggregation to create value are to support the development of renewable energy within a community, to support community energy efficiency projects, and to offer energy supply options for customers. With that in mind, we propose exploring the following options to deepen the value of the aggregation to Grafton consumers:

1. Local renewable energy projects

We will help Grafton to evaluate the different ways that the aggregation can support the development of local, renewable energy projects. One option is to Incorporate RECs from local renewable projects into the aggregation supply. This would involve obtaining commitments from a) the competitive supplier to purchase the RECs and b) the systems' owners (or an aggregator) to sell those RECs. This is the easiest way to make a connection between the aggregation and local, renewable energy projects.

2. Community projects

We will help Grafton to explore the different ways the aggregation could support community energy efficiency projects. This could include partnering with the utility and/or energy efficiency companies to offer energy efficiency programs in connection with the aggregation. Under this approach, the aggregation itself would not fund the projects. Instead, the aggregation public education materials could promote the energy efficiency programs, boost participation, and create attractive program options for aggregation participants.

3. Green power and long-term offerings

Municipal aggregation can provide greener power in two ways, a) by offering optional products that are greener than the standard product; and b) by making even the aggregation's standard product greener than utility Basic Service. We will develop a set of options that involve different mixes of renewable resources and different price premiums and present them to Grafton for decision.

Even within "green" power sources, there are many different shades of green, which are determined by characteristics such as the **location** of the generator, the year it was built (known as **vintage**), and the generating **technology**. These different characteristics carry different price premiums. Green power options include:

Green Product Options	
Type	**Description**
Local Renewables	Generated in Grafton
Massachusetts Class I Renewables	Known as "new" renewables, these include solar, wind, small hydro, landfill gas, geothermal, and certain other renewables that began operation after 1997
Massachusetts Class II Renewables	Known as "existing" renewables, these include the same technologies as Class I, but began operation in 1997 or earlier
Large Hydro	Hydro projects that do not qualify as Class I or Class II
Green-e certified Renewables	RECs from renewable generating projects located anywhere in the U.S. or Canada that began operation after 1997 and that meet the standards of the Green-e program

If Grafton desires, we can develop optional products with different blends of resources and different prices. We can also explore options to add renewables to the standard product, making it greener than utility Basic Service.

Appendix A – Resumes

PAUL W. GROMER, CEO & FOUNDER, PEREGRINE ENERGY GROUP

Profile

Paul Gromer has been a state energy commissioner, the executive director of energy efficiency and solar energy trade associations, and a regulatory attorney. He is Peregrine's CEO and founder.

Paul was Commissioner of Energy Resources for the Commonwealth of Massachusetts, a position in which he was responsible for state energy policy and state energy programs. He was also Chairman of the Massachusetts Energy Facilities Siting Council. Paul helped found and served as executive director of two energy trade associations: the Northeast Energy Efficiency Council and the Solar Energy Business Association of New England. He is also an attorney and has represented energy companies before public utility commissions in Rhode Island, Massachusetts, Maine, Connecticut, New Hampshire, Pennsylvania, and New York.

History

CEO and Founder
Peregrine Energy Group

Commissioner of Energy Resources
Commonwealth of Massachusetts

Chairman
Massachusetts Energy Facilities Siting Council

Assistant Secretary and Legal Counsel
Massachusetts Executive Office of Consumer Affairs and Business Regulation

Attorney
Foley, Hoag, & Eliot

Paul's consulting practice focuses on utility regulation, energy efficiency, market analysis, and renewable energy. He co-authored the Massachusetts *Guide to Municipal Aggregation* and helps communities to assess and capture the benefits of aggregation.

Professional Activities

- Board of Directors, New England Clean Energy Council (2009- 2011)
- Co-chair, Energy and Utility Law Committee, Boston Bar Association (2007-2008)
- Member, Massachusetts Energy Efficiency Advisory Council (2008-present)
- Board of Directors, Clean Energy Solutions, Inc. (2009-present)
- Board of Directors, GreenerU, Inc. (2010-present)
- Board of Directors, Energy Federation, Inc. (2010-present)

Education

Harvard Law School, J.D., cum laude
Middlebury College, B.A., summa cum laude
Oxford University

JOHN SHORTSLEEVE, PRESIDENT & FOUNDER, BAY STATE CONSULTANTS

Profile

John has been working at the interface between the public sector and the private sector for the past 32 years. He spent the first 7 years after graduating from law school as an attorney and manager in state government. Moving to the private sector in 1983, he was instrumental in starting up Foster Wheeler Power Systems, a new subsidiary of Foster Wheeler Corporation that built and operated small power production facilities. His responsibilities at Foster Wheeler, and subsequently Ogden, included the negotiation of Host Community Agreements with communities providing the sites, and energy purchase agreements with the entities purchasing the power form these projects.
In 1997, John moved back to the public sector side of the negotiating table, and founded Bay State Consultants, a company focused on representing communities interested in the opportunities created by the Massachusetts Electric Restructuring Act. In the first few years Bay State focused on municipal aggregation (filing the very first petition for a municipal aggregation on behalf of the City of Haverhill) and streetlight conversions (helping 20 MA municipalities, to purchase their streetlights from NSTAR and NGRID).

The utility standard offer reached parity with market rates in Massachusetts in 2001. Since then Bay State has negotiated supply contracts with every national supplier doing business in New England and procured more than 600 electric supply contracts and natural gas supply contracts. On the strength of references from MA municipal clients, Bay State was selected as the energy broker for the CT Conference of municipalities in 2003. To date, Bay State has negotiated energy supply contracts for more than 150 municipal clients in the two states of MA and CT. In the past three years he has negotiated 24 solar contracts on behalf of this municipal client base.

History

President and Founder
Bay State Consultants

Sr. Vice President
Ogden Energy Group

Vice President, Business Development
Foster Wheeler Power Systems

Director
Massachusetts Bureau Solid and Hazardous Waste

Assistant General Counsel
Massachusetts Secretary of State Office

Education

Suffolk Law School, J.D.
College of the Holy Cross, B.A., History

SUSAN SHORTSLEEVE, CHIEF OPERATING OFFICER

Profile

Susan brings over 20 years of management experience to her role as Chief Operating Officer and Principal of Bay State Consultants. After graduating from Wellesley College, she spent five years at Bank of Boston (now Bank of America). As the youngest Branch Manager elected by the Board of Directors, Susan managed 6 of the 36 Boston branch offices. As Vice President of Financial Services at Andover Bank (now TD Bank), she managed the launch of the Bank's website and online banking platform, the bank's non-deposit investment program, and the start-up of the Bank's insurance division.

History

Chief Operating Officer
Bay State Consultants

Vice President, Financial Services
Andover Bank

Assistant Vice President
Warren Bank

Branch Manager
Bank of Boston

Since joining Bay State Consultants in 2001, Susan has helped the company grow from a client base of 7 municipal clients to a client base of 150municipal clients in two states. She manages the conventional electric and natural gas procurement services for that municipal client base, which includes the development of procurement documents, communication with suppliers, and oversight of the Bay State post-contract support for clients. This support includes the resolution of enrollment and billing issues, addressing questions about the compatibility of a specific supply contract with ongoing municipal energy efficiency initiatives, municipal solar initiatives, or the purchase of renewable energy certificates. Susan prepares energy trends memos and discusses with clients the optimum timing and scheduling for replacement procurements and manages the replacement procurement process.

Education

Wellesley College, B.A., English

STEVEN WEISMAN, VICE PRESIDENT, PEREGRINE ENERGY GROUP

Profile

Steven Weisman brings 30 years of experience in the energy services field, and since joining Peregrine in 2005, he has managed a variety of consulting engagements including renewable energy feasibility studies, strategic planning, energy services delivery, and program and project design.

He has conducted wind project feasibility studies for Harvard University, Brandeis University, Whole Foods, the Town of Weymouth, and other clients. He has also drafted solar guidebooks for the Clean Energy Center and the City of Cambridge. Previously, Steve was the Director of the Green Power Group for the Massachusetts Renewable Energy Trust and developed the Massachusetts community wind program.

Steve also currently leads Peregrine's municipal sector practice. He has an in depth understanding of performance contracting and has been particularly active over the last two years assisting towns and cities to make use of performance contracting as a strategy for energy use reduction and infrastructure modernization.

He has led two regional initiatives in Massachusetts where planning agencies competitively selected energy services companies to contract with member cities and towns. He is currently coordinating the provision of Owner's Representative support to these communities.

History

Vice President
Peregrine Energy Group

Partner and Vice President
Minuteman Wind, LLC

Director, Green Power Group, Renewable Energy Trust
Massachusetts Technology Collaborative

Director of Account Management / Senior Account Manager
Duke Solutions, Inc.

Business Dev. Manager
Energy Investment, Inc.

Director of Operations / Director of Technical Services
MSI Services

Director, Commercial / Industrial Division
Massachusetts Executive Office of Energy Resources

Managing Director
Regional Energy Development Corporation

Education

University of Massachusetts – Amherst, Master of Regional Planning
Antioch College, B.A., Environmental Studies

MARLANA PATTON, DIRECTOR, COMMUNICATIONS

Profile

Marlana brings nearly 20 years of communications experience to her role as Peregrine's Director of Marketing and Communications, where she regularly creates and delivers communications on behalf of clients and manages client relationships while crafting proposals and overseeing corporate message development for Peregrine.

Previously, Marlana worked as a communications consultant, helping senior management in companies across a variety of industries to refine branding and positioning and develop communications for audiences that included executives, investors, partners, and consumers. She also served as executive director of English At Large, a Boston-area nonprofit, and executed a complete organizational rebranding coupled with accelerated community outreach to drive dramatic fundraising increases.

Prior experience includes marketing writing and corporate web site management for software companies, including Sybase, Allaire, and Macromedia.

History

Director, Communications
Peregrine Energy Group

Marketing Communications Consultant
Barilla, Digitas, Nursetogether.com

Executive Director
English At Large

Senior Manager, Content & Community
Macromedia

Web Marketing Manager
Allaire Corporation

Senior Editor
Sybase, Inc.

Education

Boston University, MA, Applied Linguistics
Mary Washington College (now Mary Washington University), BA, English

ERIC WEISMAN, MANAGER, CUSTOMER SUPPORT

Profile

Eric Weisman has served as the Customer Support Manager at Peregrine Energy Group since the inception of Peregrine's customer support service. He has been pivotal in developing internal customer support processes and regularly champions end user needs and requests to the Peregrine development team. He is equally comfortable working with users with a wide array of computer- and energy-literacy skills, from the beginner to the expert.

As an extension of his customer service oversight, Eric delivers a series of detailed, hands-on data collection and system setup services to customers and manages the junior-level employees and interns who support these offerings.

Additionally, Eric works with clients to develop interactive, graphically based reports on client energy use, costs, and emissions data.

Eric also serves as an independent third party meter reader and verifier for photovoltaic and biogas systems.

History

Customer Support Manager
Peregrine Energy Group

Archives Intern
Museum of Fine Arts, Boston

Intern
Carnegie Museum of Art, Pittsburgh, PA

Preservation Technician
Archive Service Center, Pittsburgh

Education

University of Pittsburgh, MS, Library and Information Science
University of Massachusetts, BA, Linguistics and Japanese Language/Culture

JOE SHORTSLEEVE, ANALYST, RENEWABLE ENERGY

Profile

Joe Shortsleeve joined Peregrine in February as a renewable energy analyst. He has been active in developing cutting edge renewable energy options for Peregrine's aggregations. He is well versed in renewable energy markets as well as community based environmental advocacy.

Joe oversees the dedicated hotline for customers with questions about aggregation. One of his favorite responsibilities with Peregrine is answering calls and emails from residents, curious as to how aggregation will affect them personally.

History

Renewable Energy Analyst
Peregrine Energy Group

Adjunct Urban Studies Professor
Barnard College, New York, NY

Co-Founding Coordinator
National Fossil Fuel Divestment Student Network

Street Outreach Manager
Youth Shelters, Santa Fe, NM

Education

Columbia University, BA, History

Appendix B – Required Forms

DESCRIPTION OF PROPOSER'S QUALIFICATIONS

Location of the offices from which the services will be managed

Services will be managed from the offices of Peregrine Energy Group at:
2 Oliver Street, 8th Floor
Boston, MA 02109

Knowledge of municipal aggregation, including M.G.L., c. 164, sec, 134 and D.T.E. 06-102

Both Peregrine and Bay State have been involved in municipal aggregation since the very beginning. In 1998 Bay State filed the first petition for municipal aggregation in Massachusetts. Peregrine Energy Group CEO Paul Gromer literally helped to write the book on municipal aggregation in Massachusetts. He wrote the state's *Guide to Municipal Aggregation* and brings a deep understanding of both how the implementation process works and what is possible within that framework. Peregrine and Bay State have already implemented aggregations in Natick, Greenfield, Salem, Swampscott, Chelmsford and Westborough.

Competent legal resources with experience in the deregulation of electricity in Massachusetts

Paul Gromer of Peregrine is a former Massachusetts Commissioner of Energy Resources and has been engaged in energy policy and regulatory issues in the Commonwealth for over 20 years. He was appointed by the Department of Public Utilities to the state Energy Efficiency Advisory Council, which reviews the utility energy efficiency programs. A graduate of Harvard Law School, he is an experienced regulatory attorney, having represented clients in scores of proceedings before the Massachusetts Department of Public Utilities, as well as utility regulatory commissions in Connecticut, New York, New Jersey, Rhode Island, Pennsylvania, New Hampshire, and Maine.

A broker licensed by the DPU to do business in the area served by the local distributor

Bay State Consultants has been procuring energy contracts on behalf of municipal clients for the past 15 years. Since 2001, Bay State has procured more than 700 electric and natural gas contracts for more than 150 municipal clients in Massachusetts and Connecticut and has negotiated electric supply agreements with every major supplier that is active in Massachusetts and Connecticut.

Licenses and/or approvals required to act as the Town's agent for Municipal Aggregation to be eligible to submit a proposal

Bay State Consultants possesses electronic broker license number EB – 029.

Is not owned or be a subsidiary of the any energy supplier.

Neither Peregrine Energy Group nor Bay State Consultants is owned by or a subsidiary of any energy supplier.

NON-COLLUSION, TAX COMPLIANCE, & UNEMPLOYMENT CONTRIBUTION CERTIFICATION FORMS

1. Certification of Good Faith. Pursuant to M.G.L. c. 30B, §10, I certify 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.

Signature of person signing bid or proposal

Paul Gromer, CEO

Name and title (typed)

Peregrine Energy Group

Company name

DATE: **February 18, 2016**

2. Certification that State Taxes are Filed and Paid: Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of Individual/Corporate Name (Mandatory) or Corporate Officer (Mandatory if applicable)

04-3197556

Social Security number (voluntary) or Federal Identification Number

DATE: **February 18, 2016**

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

3. Unemployment Contribution Certification: Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, said individual/corporation/company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signature of person signing contract

Paul Gromer, CEO

Name and title (typed)

Peregrine Energy Group, Inc.

Company name

DATE: **February 18, 2016**

CERTIFICATE OF VOTE

I, **Paul Gromer**, Clerk of **Peregrine Energy Group** hereby certify

that, at a meeting of the Board of Directors of said Corporation duly held on **August 16, 2013** which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That **Paul Gromer** (Name of Officer authorized to sign for Corporation) be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such **Paul Gromer** (Name of Officer) to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this Corporation is delivered to the Awarding Authority."

I, further certify that **Paul Gromer** is the duly-elected **President** of said corporation.
[Name of officer] [Title]

Signed: _____
[Clerk-Secretary]

Place of Business: **Peregrine Energy Group**

Date of Contract: **N/A**

AFFIX CORPORATE SEAL

Peregrine Energy Group does not possess a corporate seal.

Countersignature: _____ **Paul Gromer, President**
(Name and Title of Officer)

Paul Gromer is the only officer of the corporation.

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.

REFERENCES

We have six active Massachusetts municipal aggregations, with a focus on maximizing the environmental benefits of aggregation. We have contracts with an additional two communities, Cambridge and Sutton, which are just beginning the process of developing their aggregation plans. We were also recently awarded the Nantucket municipal aggregation contract.

Community	Population	Utility Accounts Served through Aggregation	Annual kWh Served through Aggregation	DPU Approval	Supply Contract	Launch
Salem	42,500	15,000	122,000,000	9/14/15	10/19/15	1/1/16
Swampscott	13,800	4,700	47,000,000	9/14/15	10/19/15	1/1/16
Chelmsford	33,800	11,566	152,000,000	9/29/15	11/4/15	2/1/16
Westborough	18,300	6,200	107,000,000	10/2/15	11/4/15	2/1/16
Natick	45,800	13,000	150,000,000	8/5/14	11/19/15	1/1/15
Greenfield	17,400	6,300	65,000,000	8/29/14	11/20/15	1/1/15
Cambridge	107,300	44,000	375,000,000			
Sutton	9,000	2,700	28,000,000			
Nantucket	10,200	11,600	100,000,000			

Salem, MA

Our team has brought the Salem aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on January 1, 2016, and serves 17,000 utility accounts and annual load of 122,000,000 kWh.

Reference: Kim Driscoll, Mayor, 978-745-9595, kdriscoll@salem.com

Swampscott, MA

Our team has brought the Swampscott aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on January 1, 2016, and serves 5,000 utility accounts and annual load of 47,000,000 kWh.

Reference: Peter Kane, Town Planner, 781-596-8829, pkane@town.sampscott.ma.us

Chelmsford, MA

Our team has brought the Chelmsford aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on February 1, 2016, and serves 11,500 utility accounts and annual load of 152,000,000 kWh.

Reference: Paul Cohen, Town Manager, 978-250- 5201, pcohen@townofchelmsford.us

Westborough, MA

Our team has brought the Westborough aggregation plan successfully through design, regulatory approval, and supply procurement. The program launched on February 1, 2016, and serves 6,200 utility accounts and annual load of 107,000,000 kWh.

Reference: Jim Malloy, Town Manager, 508-366-3030, jmalloy@town.westborough.ma.us

Additionally, as noted previously, our team has procured more than 700 electric and natural gas contracts for more than 150 municipal clients since 2001. Below is a list of additional references for Bay State Consultants' energy procurement work.

Natick, MA

Our team has brought the Natick aggregation plan successfully through design, regulatory approval, supply procurement, and launch. The program has been operating since January 2015, and is serving 13,000 utility accounts and an annual load of 150,000,000 kWh.

Reference: Jillian Wilson-Martin, Sustainability Coordinator, 508-647-6555, jwmartin@natickma.org

Greenfield: Our team has brought the Greenfield aggregation plan successfully through design, regulatory approval, supply procurement, and launch. The program has been operating since January 2015, and is serving over 6,300 utility accounts and an annual load of 65,000,000 kWh.

Reference: Carole Collins, Energy Coordinator, 413-772-1412, energy@greenfield-ma.gov

Community	Name	Title	Phone/Email	Project	Year
City of Beverly, MA	Stephanie Williams	City Solicitor	978-605-2335 swilliams@beverlyma.gov	Electric	2004
				Electric	2006
				Electric	2009
				Electric	2011
				Electric	2012
				Gas	2007
				Gas	2009
				Gas	2011
				Gas	2012
				Solar	2012
				Solar	2015
City of Brockton, MA	John Condon	Chief Financial Officer	508-580-7165 jcondon@ci.brockton.ma.us	Electric	2002
				Electric	2005
				Electric	2013
				Gas	2006
				Gas	2009
				Gas	2011
				Gas	2014
				5 Solar	2012-2015

Town of Brookline, MA	David Geanakakis	Chief Procurement Officer	617-730-2195 dgeanakakis@brooklinema.gov	Electric Electric Electric Electric Electric Gas Gas Gas Gas Gas	2003 2006 2009 2010 2012 2005 2006 2007 2010 2012
Town of Chelmsford, MA	Paul Cohen	Town Manager	978-250-5201 pcohen@townofchelmsford.us	Electric Electric Electric Gas 4 Solar Muni Agg	2008 2010 2013 2013 2012-2015 2015
City of Salem, MA	Kimberley Driscoll	Mayor	978-745-9595 X5600 kdriscoll@salem.com	Electric Electric Electric Electric Muni Agg	2004 2006 2009 2013 2014

Appendix C – Outreach Materials Examples

The materials that follow are all from Salem and include:

- The opt-out letter
- The opt-out postcard that accompanies the letter
- An FAQ tri-fold brochure that we design, print, and make available as a handout both at community information sessions and to municipal staff
- Cable access slides
- Web content for Salem.com

Opt-out letter

Visite www.salempowerchoice.com para una versión en Español de este documento.

ELECTRICITY PROGRAM NOTIFICATION LETTER

November 25, 2015

Dear Salem Electric Service Customer,

Welcome to the **Salem PowerChoice** – a new local option for electricity! Salem PowerChoice is a new City program that gives you cost-effective, transparent electricity supply alternatives to National Grid.

Participation is easy. All eligible residential and commercial electricity customers in Salem will be **AUTOMATICALLY** enrolled in the program. You will **AUTOMATICALLY** receive your electricity supply from ConEdison Solutions instead of National Grid starting on the first meter read after January 1, 2016.

Salem PowerChoice will give you ...

SAVINGS - Salem has negotiated an electricity supply price that is below National Grid Basic Service winter rates at program launch.

100% GREEN ENERGY - Your electricity will now be powered by 100% green energy, including 5% more energy from new renewable projects than required by Massachusetts law. *Salem PowerChoice is 5 years ahead of state renewable energy requirements.*

CHOICE - The program gives you three alternatives to National Grid's electricity supply: the standard 100% green offering as well as options to increase the amount of *new* wind energy or reduce the total amount of renewable energy.

PREDICTABILITY - Salem has negotiated a 12-month contract with ConEdison Solutions. Your electricity supply price will not change in that time. (National Grid prices change twice a year or more, depending on rate class.) All program terms are public, and there are no hidden costs.

No Interruption in Power, Billing, or Customer Service

Participating in Salem PowerChoice will change only your electricity supplier. Beginning with your February National Grid bill, you will see ConEdison Solutions printed as a line item for supply services. Otherwise:

- Your bill will continue to come from National Grid.
- You will continue to send bill payments to National Grid.
- You will continue to call National Grid if your power goes out.

If you are on a budget plan or are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.

SALEM PowerChoice
More powerful, together.

YOUR NEW SUPPLY PRICE

- **10.39 ¢/kWh**

  For all customers: residential, small businesses, and medium and large businesses

  Compare to National Grid rates on the back ▸

QUESTIONS?

- **Visit www.salem.com/PowerChoice**
- **Call: 1-844-483-5004**
- **Email: salem@masspowerchoice.com**

DON'T WANT TO PARTICIPATE?

- **There is no penalty or fee to opt out of the program, and you may do so at any time.**

  Opt out before the program begins: **Before December 28, 2015**, sign and return the enclosed postcard or opt out online at **www.salem.com/powerchoice**.

  Opt out in the future: Call ConEdison Solutions at 1-866-469-8361 or opt out online at **www.salem.com/powerchoice**.

  If you opt out, you will remain a National Grid Basic Service customer.

Important information on the back ▸

Comparative Electricity Supply Rates and Terms

Salem PowerChoice is the standard offering that all program participants will automatically receive. To receive it, you do not need to do anything. As a National Grid Basic Service customer, you will be automatically enrolled. To choose the Salem PowerChoice Plus or Salem PowerChoice Basic options, contact ConEdison Solutions at 1-866-469-8361.

	Standard: Salem PowerChoice	Optional: Salem PowerChoice Plus	Optional: Salem PowerChoice Basic	National Grid Basic Service
Renewable Energy Content	100% green energy. Exceeds Massachusetts requirements for energy from new renewable energy projects* by 5%.	100% green energy. Exceeds Massachusetts requirements for energy from new renewable energy projects by 20%.	Meets Massachusetts renewable energy requirements.	Meets Massachusetts renewable energy requirements.
Rate Term	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	November 1, 2015 – April 30, 2016 **
Residential	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	13.036 ¢/kWh
Small business	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	12.619 ¢/kWh
Medium and large business	10.39 ¢/kWh	11.18 ¢/kWh	10.08 ¢/kWh	14.6 ¢/kWh (January 1, 2016 – January 31, 2016) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge. (Except for some medium and large business accounts.)

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into Salem PowerChoice and Salem PowerChoice Plus are from New England wind projects.

** National Grid's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

Important Information

HOW THIS IS POSSIBLE - Massachusetts law allows communities to select an electricity supplier and bring the benefits of that choice to all eligible residents and businesses. This program is a municipal electricity aggregation program.

A NOTE ABOUT SAVINGS - While Salem PowerChoice will offer savings at launch, it will offer a fixed, 12-month price. National Grid residential and commercial prices change every six months, and industrial prices change monthly. As a result, the program price will not always be below the National Grid Basic Service Price. The Salem PowerChoice program goal is to deliver savings when compared with Basic Service *when costs are averaged across all 12 months.*

IF YOU HAVE AN EXISTING SUPPLY CONTRACT - If you have already established a contract with a different electricity supplier but you received this letter, you should opt out of the program.

For more information, visit **www.salem.com/PowerChoice**, call **1-844-483-5004**, or email **salem@masspowerchoice.com**.

OPT-OUT REPLY CARD

SALEM PowerChoice

More powerful, together.

X _____

Signature Date

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Salem PowerChoice.

If you **do not** wish to participate:

1. Sign and date this card
2. Drop it in the mail

This card must be signed by the Customer of Record whose name appears in the address on this card. You must return the card by December 28, 2015, to opt out of the program before program launch on January 1, 2016.

CALL NATIONAL GRID IF YOUR POWER IS OUT

For power outages, service issues, and billing questions:

- Continue calling National Grid customer service at **1-800-465-1212**
- Or visit **www.nationalgrid.com**

CHANGE YOUR PROGRAM OPTION, OPT OUT, OR JOIN LATER

To opt out after the program begins, switch to PowerChoice Plus or PowerChoice Basic, or join the program after it begins, call ConEdison Solutions directly at **1-866-469-8361**.

GET MORE INFORMATION

- Visit **www.salem.com/PowerChoice**
- Call **1-844-483-5004**
- Email **salem@masspowerchoice.com**

SEND YOUR ELECTRIC BILL PAYMENT TO NATIONAL GRID

- National Grid will continue to handle your electric bill and all bill-related questions.
- For more information about paying your bill, visit **www.nationalgrid.com** and click "Pay my bill."
- Or call National Grid at **1-800-465-1212.**

12. When will I start receiving electricity from ConEdison Solutions?

You will start receiving electricity from ConEdison Solutions on the first meter read date after the program begins. The program is scheduled to begin on January 1, 2016. Your National Grid electric bill contains your meter read date.

13. How will the Salem PowerChoice program affect my electric bill?

You will continue to receive a single bill from National Grid. You will continue to send bill payments to National Grid.

After the program starts, the Supplier Services part of your bill will indicate that your electricity is now being supplied by ConEdison Solutions. The other components of your bill will not change.

14. Who do I call if my power goes out?

Call National Grid if your power goes out, as always. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service. National Grid's customer service number is 1-800-465-1212.

15. I am currently under National Grid budget billing / eligible for the low-income delivery rate. Will this change?

You will continue to receive those benefits as a participant in Salem PowerChoice.

16. How long does the Salem PowerChoice Program last?

The initial electricity supply contract is a 12-month contract that begins with January 2016 meter reads. After it ends, Salem will evaluate the program. If it is successful and the City decides to continue, they will solicit competitive bids for a new electricity supply contract. If the City decides not to continue the program, all customers will be automatically switched back to National Grid's Basic Service.

17. If I join the program, am I still eligible for net metering from my rooftop solar panels?

Yes. Net metering will work in the same way as before you joined the program. Your net metering credits will continue to appear on your National Grid bill and be calculated based on National Grid's Basic Service price.

SALEM PowerChoice
More powerful, together

Frequently Asked Questions

GET MORE INFORMATION

- VISIT WWW.SALEM.COM/POWERCHOICE
- CALL 1-844-483-5004
- EMAIL SALEM@MASSPOWERCHOICE.COM

FREQUENTLY ASKED QUESTIONS

1. What is the Salem PowerChoice Program?

The program is a municipal aggregation. Municipal aggregation is a form of group purchasing in which a city or town arranges electricity supply on behalf of its citizens. Aggregation is allowed by Massachusetts law and is growing in popularity.

The term *aggregation* is used because all of Salem's electrical load is combined, or aggregated, and given to the same electricity supplier. This allows Salem to get the best price possible from that electricity supplier.

Salem has chosen ConEdison Solutions as the new electricity supplier for the community. The City used a competitive bidding process to select ConEdison Solutions and make sure that you get the best possible price for your electricity supply.

2. What is electricity supply?

Electricity service has two parts: supply and delivery. Electricity supply refers to the electricity itself. Delivery is the process of bringing that electricity to you over the wires. In the past, National Grid has chosen your electricity supplier and delivered the electricity to you. With this program, National Grid will continue to deliver your electricity, but ConEdison Solutions will supply it.

3. How do I benefit from the Salem PowerChoice Program?

You benefit in four ways:

Savings: Salem has negotiated an electricity supply price that is below National Grid Basic Service winter rates at the time of program launch. But because National Grid's prices change twice a year or more depending on rate class, there will be months when the program price is higher than the National Grid price. The program goal is to beat the National Grid price, *on average*, over the course of the 12-month contract.

Renewable energy, cost effectively: Your electricity will now be powered by 100% green energy. It will also include 5% more energy from new renewable projects than required by Massachusetts law. *Salem PowerChoice is five years ahead of Massachusetts renewable energy requirements.*

Choice: The program gives you three alternatives to National Grid's electricity supply:

- PowerChoice Standard: All program participants will be automatically enrolled in PowerChoice Standard, which will provde 100% green energy and will include 5% more energy from new renewable projects than required by Massachusetts law.
- PowerChoice Plus: To make your electricity supply even greener, you may choose this option for a small premium. PowerChoice Plus increases the amount of new wind energy to 20%
- PowerChoice Basic: This option allows you to reduce the total amount of renewable energy down to the amount required by Massachusetts law.

Predictability: Salem has negotiated a 12-month contract with ConEdison Solutions on your behalf. Your electricity supply price will not change in that time. All program terms are public, and there are no hidden costs.

4. What will my electricity supply price be as part of Salem PowerChoice?

All program participants will be automatically enrolled in Salem PowerChoice Standard. The supply price for PowerChoice Standard will be 10.39 ¢/kWh for all customers: residential, small businesses, and medium and large businesses. To see prices for the PowerChoice Plus and PowerChoice Basic options, visit www.salem.com/PowerChoice.

5. How do I participate in the program?

If National Grid is your supplier, to participate in the Salem PowerChoice program, you don't need to do anything.

All eligible National Grid Basic Service electricity customers will be automatically enrolled in the program.

6. How do I choose Salem PowerChoice Plus or Basic?

To choose the either option, contact ConEdison Solutions directly at 1-866-469-8361.

7. What if I don't want to participate in the Salem PowerChoice Program?

You may choose not to participate. This is called *opting out*. There is no penalty for opting out. If you choose to opt out, you will continue to receive National Grid's Basic Service.

If you want to opt out of the program before it begins, you must do so by December 28, 2015. To opt out, sign and return the postcard that you receive in the mail or opt out online at www.salem.com/powerchoice.

To opt out after the program begins, contact ConEdison Solutions at 1-866-4698361and tell them you want to opt out of the Salem PowerChoice program or opt out online at www.salem.com/powerchoice.

8. What happens if I do not opt out by December 28, 2015?

If you do not opt out by December 28, 2015, you will be switched to ConEdison Solutions as your electricity supplier when the program begins.

9. What information do I need to opt out online or after the program begins?

To opt out online or after the program begins, you need the account number and service address from your electric bill.

10. Who is eligible to participate in the Salem PowerChoice program?

All National Grid Basic Service electricity customers within the geographic boundaries of Salem are eligible to join the program. Customers who receive Basic Service from National Grid will be opted in automatically. All other customers must contact ConEdison Solutions at 1-866-469-8631 and ask to join the program.

11. What if I am with another electricity supplier, but I want to participate in Salem PowerChoice?

We recommend that you carefully check the terms and conditions of your supply agreement. Your ability to terminate your agreement with your supplier may be restricted.

If you have a contract with a different electricity supplier at the time the program begins and you would like to join the program, contact ConEdison Solutions and ask to join.

(continued on back)

Community Cable Access Informational Slides

In addition to appearing on cable access programs, we also provide information slides for the local information channel. The examples below are from a three-slide set that we provided to Salem.

SALEM PowerChoice
More powerful, together.

A new City electricity program designed to deliver **100% green energy, savings, choice,** and **price stability.**

- All residential and commercial customers on National Grid Basic Service will be **automatically** enrolled beginning January 1
- Opt out by **December 28** if you do not wish to participate

Learn more: www.salem.com/powerchoice · 1-844-483-5004

SALEM PowerChoice
More powerful, together.

Salem PowerChoice will deliver electricity powered by 100% green energy

- The program is ***5 years ahead*** *of state renewable energy requirements*
- The program gives you additional options: You can choose to increase or reduce your renewable energy content

SALEM PowerChoice

More powerful, together.

Salem PowerChoice participants will experience **no interruption** in power, billing, or customer service

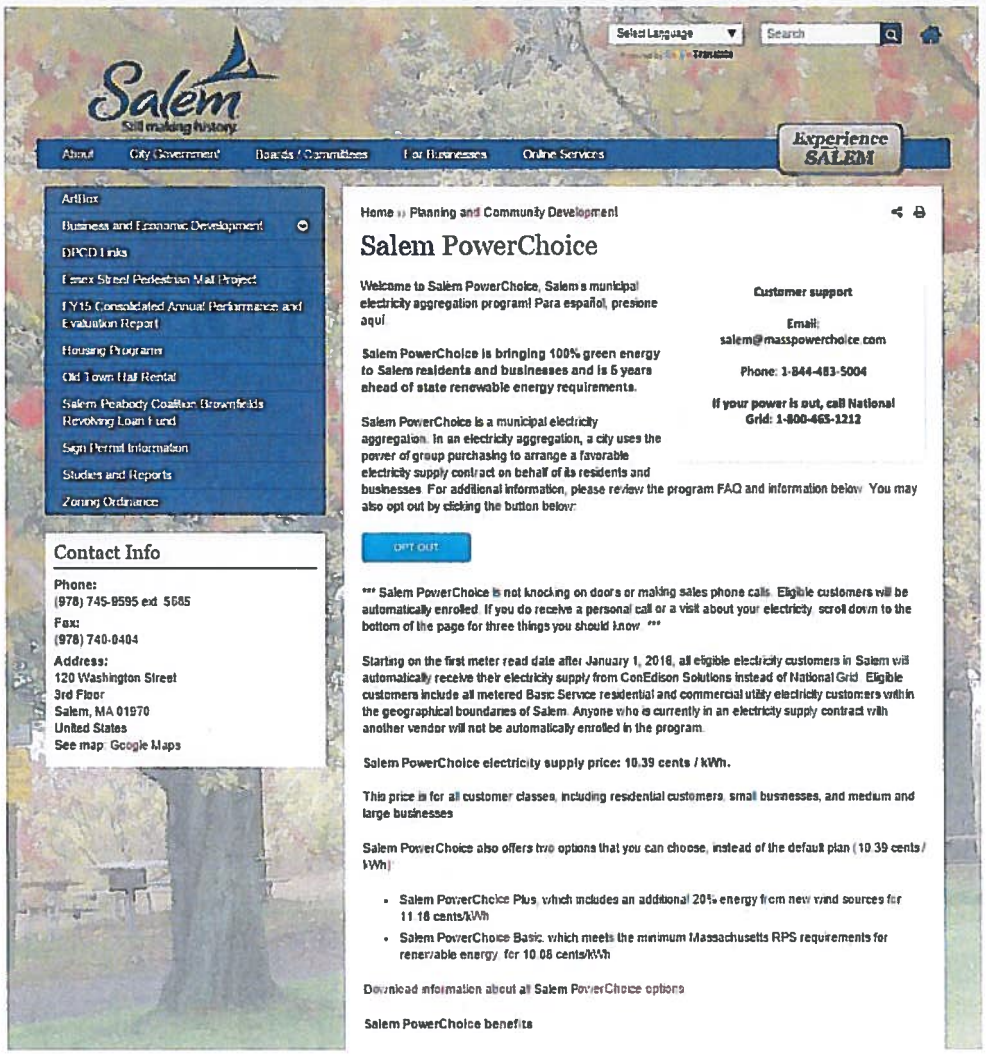
- Your bill will continue to come from National Grid
- You will continue to send bill payment to National Grid
- You will continue to call National Grid if your power goes out

Learn more: www.salem.com/powerchoice · 1-844-483-5004

Web content

We provide each community with web content and provide support for integrating that content into their community web site. This municipal web site integration has proven to be a critical tool for validating the programs as legitimate municipal efforts in the face of the sometimes aggressive marketing tactics used by other electricity suppliers around the time of program launch.

The examples below are from the Salem PowerChoice web site, which is available at www.salem.com/powerchoice. We provided the home page text and the code for the opt-out button, and we built, host, and manage the data collected by the opt-out form. Salem requested that supporting content, such as the FAQ and the table that displays pricing options, be made available as downloadable PDFs. We developed those PDFs, and provide them here as well.



SALEM PowerChoice

More powerful, together.

Salem PowerChoice Frequently Asked Questions

1. What is the Salem PowerChoice Program?

The program is a municipal aggregation. Municipal aggregation is a form of group purchasing in which a city or town arranges electricity supply on behalf of its citizens. Aggregation is allowed by Massachusetts law and is growing in popularity.

The term *aggregation* is used because all of Salem's electrical load is combined, or aggregated, and given to the same electricity supplier. This allows Salem to get the best price possible from that electricity supplier.

Salem has chosen ConEdison Solutions as the new electricity supplier for the community. The City used a competitive bidding process to select ConEdison Solutions and make sure that you get the best possible price for your electricity supply.

2. What is electricity supply?

Electricity service has two parts: supply and delivery. Electricity supply refers to the electricity itself. Delivery is the process of bringing that electricity to you over the wires. In the past, National Grid has chosen your electricity supplier and delivered the electricity to you. With this program, National Grid will continue to deliver your electricity, but ConEdison Solutions will supply it.

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Choice: The program gives you three alternatives to National Grid's electricity supply:

PowerChoice Standard: All program participants will be automatically enrolled in PowerChoice Standard, which will provide 100% green energy and will include 5% more energy from new renewable projects than required by Massachusetts law.

PowerChoice Plus: To make your electricity supply even greener, you may choose this option for a small premium. PowerChoice Plus increases the amount of new wind energy to 20%

PowerChoice Basic: This option allows you to reduce the total amount of renewable energy down to the amount required by Massachusetts law.

Predictability: Salem has negotiated a 12-month contract with ConEdison Solutions on your behalf. Your electricity supply price will not change in that time. All program terms are public, and there are no hidden costs.

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All program participants will be automatically enrolled in Salem PowerChoice Standard. The supply price for PowerChoice Standard will be **10.39 ¢/kWh** for all customers: residential, small businesses, and medium and large businesses.

5. How do I participate in the program?

If National Grid is your supplier, to participate in the Salem PowerChoice program, you don't need to do anything.

All eligible National Grid Basic Service electricity customers will be automatically enrolled in the program.

If you already have an electricity supply contract with another supplier, you will not be automatically enrolled in the program.

6. How do I choose Salem PowerChoice Plus or Basic?

To choose the either option, contact ConEdison Solutions directly at 1-866-469-8361.

7. What if I don't want to participate in the Salem PowerChoice Program?

You may choose not to participate. This is called *opting out*. There is no penalty for opting out. If you choose to opt out, you will continue to receive National Grid's Basic Service.

If you want to opt out of the program before it begins, you must do so by December 28, 2015. To opt out, sign and return the postcard that you receive in the mail or visit www.salem.com/powerchoice.

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To opt out online or after the program begins, you need the account number and service address from your electric bill.

10. Who is eligible to participate in the Salem PowerChoice program?

All National Grid Basic Service electricity customers within the geographic boundaries of Salem are eligible to join the program. Customers who receive Basic Service from National Grid will be opted in automatically. All other customers must contact ConEdison Solutions at 1-866-469-8631 and ask to join the program.

11. What if I am with another electricity supplier, but I want to participate in Salem PowerChoice?

If you have a contract with another electricity supplier, you will not be automatically enrolled in the program. You may, however, choose to join the program.

Before joining, we recommend that you carefully check the terms and conditions of your supply agreement. Your ability to terminate your agreement with your supplier may be restricted.

To join the program, contact ConEdison Solutions at 1-866-469-8631 and ask to join Salem PowerChoice.

12. When will I start receiving electricity from ConEdison Solutions?

You will start receiving electricity from ConEdison Solutions on the first meter read date after the program begins. The program is scheduled to begin on January 1, 2016. Your National Grid electric bill contains your meter read date.

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Call National Grid if your power goes out, as always. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service. National Grid's customer service number is 1-800-465-1212.

15. I am currently under National Grid budget billing / eligible for the low-income delivery rate. Will this change?

You will continue to receive those benefits as a participant in Salem PowerChoice.

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The initial electricity supply contract is a 12-month contract that begins with January 2016 meter reads. After it ends, Salem will evaluate the program. If it is successful and the City decides to continue, they will solicit competitive bids for a new electricity supply contract. If the City decides not to continue the program, all customers will be automatically switched back to National Grid's Basic Service.

17. If I join the program, am I still eligible for net metering from my rooftop solar panels?

Yes. Net metering will work in the same way as before you joined the program. Your net metering credits will continue to appear on your National Grid bill and be calculated based on National Grid's Basic Service price.

SALEM PowerChoice

More powerful, together.

Salem PowerChoice Options and Prices

Salem PowerChoice is the standard offering that all program participants will automatically receive. To receive Salem PowerChoice, you do not need to do anything. As a National Grid Basic Service customer, you will be automatically enrolled.

To choose the Salem PowerChoice Plus or Salem PowerChoice Basic options, contact ConEdison Solutions at 1-866-469-8361.

	Standard: **Salem PowerChoice**	**Optional:** **Salem PowerChoice Plus**	**Optional:** **Salem PowerChoice Basic**	**National Grid** **Basic Service**
Renewable Energy Content	100% green energy: - 5% from *new* New England wind projects - 74% from hydroelectric projects in Maine - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS) *Exceeds Massachusetts requirements for energy from new renewable energy projects* by 5%.*	**100% green energy:** - **20% from *new* New England wind projects** - 59% from hydroelectric projects in Maine - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS) *Exceeds Massachusetts requirements for energy from new renewable energy projects* by 20%.*	Meets Massachusetts renewable energy requirements. - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS)	Meets Massachusetts renewable energy requirements. - 21% from a mix of clean energy sources, such as solar, wind, and landfill gas, in compliance with the Massachusetts Renewable Portfolio Standard (RPS) and Alternative Energy Portfolio Standard (AEPS)
Rate & Term	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	January 2016 meter read – January 2017 meter read	November 1, 2015 – April 30, 2016 **
Residential	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	13.038 ¢/kWh
Small business	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	12.619 ¢/kWh
Medium and large business	**10.39 ¢/kWh**	11.18 ¢/kWh	10.08 ¢/kWh	14.6 ¢/kWh (January 1, 2016 - January 31, 2016) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge. (Except for some medium and large business accounts.)

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into Salem PowerChoice and Salem PowerChoice Plus are from New England wind projects.

** National Grid's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

Appendix D - Aggregation Plan Example

Town of Westborough

Municipal Aggregation Plan

August 7, 2015

The Town of Westborough (the "Town") has developed the Westborough Community Choice program to bring the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The program is part of the Town's efforts to promote environmental sustainability and economic growth.

I. Key Features

The key features of the Town's municipal aggregation program will include:

Price protection: The Town will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers in the region. This competition will result in the best possible price.

Consumer protection: The Town's program will include the strongest consumer protections, including the ability for any customer to leave the standard product at any time with no fee. There will be no hidden charges of any kind.

Local power sources: The Town will seek to purchase Renewable Energy Certificates (RECs) from renewable energy generators in the Town, including the solar energy projects in Town, and include these RECs in the power supply.

Product options: The Town will offer at least one optional product as an alternative to the standard product, giving customers a choice of environmental characteristics, terms of service, and price.

II. Statutory Requirements

The Municipal Aggregation Statute, G.L. c. 164, sec. 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The Town's plan satisfies all of these requirements, as discussed below.

1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on March 14, 2015. A copy of the Town Meeting vote is attached as Exhibit A.

2. Consultation with the Department of Energy Resources (DOER)

The aggregation statute also requires the Town to consult with the DOER in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on June 5, 2015. DOER provided many helpful comments on the draft which were incorporated into the final version of the plan.

3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on June 9, 2015. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

III. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Program Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Board of Selectmen and Town Manager: The aggregation will be approved by the Board of Selectmen, the elected representatives of the citizens of the Town, and overseen by the Town Manager.

Consultants: The Town's aggregation consulting team (hereinafter jointly referred to as "Consultant") will manage the aggregation under the Town Manager's direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. Through a competitive procurement process, the Town has selected the team of Bay State Consultants and Peregrine Energy Group to provide these services for an initial term.

Competitive Supplier: The competitive supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the Department of Public Utilities (DPU), the key operational steps will be:

a. Issue supply Request for Proposals ("RFP") and select winning competitive supplier
b. Implement public information program, including 30-day opt-out notice
c. Enroll customers and provide service, including quarterly notifications

a. Issue supply RFP and select winning competitive supplier

i. Power supply

After the DPU approves the Aggregation Plan, the next step is to procure an energy supply contract. The Town will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the substantive terms and conditions of a Competitive Electric Service Agreement, substantially in the form of the Town's model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the Competitive Electric Service Agreement. The Town will request bids for a variety of terms and for power from different sources. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

ii. RECs

In addition to soliciting bids for power supply that meets the required MA RPS obligation, the Town will solicit bids to supply additional Renewable Energy Certificates (RECs) for the 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 bidders 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.

b. Implement public information program, including 30-day opt-out notice

Once a winning supplier is selected, the Town will implement a public education program.

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. The Town will use a variety of communication vehicles to communicate the plan's objectives, the primary terms and conditions of the contract, and the right to opt out at any time.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by the Town.
- A dedicated informational Web site that explains the Aggregation Plan, community benefits, the opt-out process, and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline.
- Interviews with local media outlets such as the local cable access channel.
- Announcements on the Town's social media accounts.
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available through the web site as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members
- A detailed timeline for these efforts will be developed by the Town as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be an official Town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to-opt out; and (4) prominently state all program charges and compare the price and primary terms of the Town's competitive supply to the price and terms of National Grid's basic service. The opt-out notice is attached to this Plan as Exhibit B.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program by this method. The notice will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. The opt-out reply card is attached to this Plan as Exhibit C.

c. Enroll customers and provide service, including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all basic service customers that did not opt out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of DPU regulations, National Grid's Terms and Conditions for Municipal Aggregators (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain the program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial power supply agreement, the Town intends to procure a new supply agreement

As part of its ongoing service, the Town will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, announcements on cable television, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate information disclosure strategy will allow the Town to provide the required information to its customers as effectively as quarterly mailings.

c. Annual report to DOER

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, participation in green products, and such other information as DOER may request.

3. Funding

All of the costs of the program will be funded through the supply contract.

The primary cost will be the competitive supplier's charges for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour adder that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the Competitive Electric Service Agreement. This fee will cover the services of the Consultant, including developing the Aggregation Plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set initially at $0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the program's generation charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions may differ among customer classes. The Town will seek bids for a variety of terms and may also seek bids for a variety of pricing periods within each contract term. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.[1]

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by National Grid in accordance with tariffs approved by the DPU.

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[1] Basic service pricing periods vary by customer class. For residential and small commercial and industrial customers, the prices change every six months. For medium and large commercial and industrial customers, prices change monthly.

Participants will receive one bill from National Grid that includes both the electricity supply charge and National Grid's delivery charges.

5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation Plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

1. The Town's consultants will prepare and issue an RFP on behalf of the Town for both energy and RECs
2. The Town will receive and evaluate contractual responses (without prices)
3. The Town's consultants will issue a final call for prices
4. A few days prior to the pricing date the Town will receive from its consultants a memo providing the most recent information on energy market trends
5. On pricing day, the Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Board of Selectmen will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, the Town will wait to see if market conditions improve and then repeat the process.

If the Town determines that it requires the services of an aggregation consultant for the period after the expiration of the Town's current contract with Bay State Consultants, the Town will conduct a competitive procurement pursuant MGL c 30B, § (1)(b)(32).

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the Competitive Supplier's toll-free number; 2) contacting National Grid and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, Consultant, the competitive supplier, National Grid, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, National Grid, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

7. Extension or Termination of Program

Prior to the end of the term of the initial Competitive Electric Service Agreement, The Town will solicit bids for a new supply agreement and plans to continue the program with the same or a new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to National Grid's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify National Grid of the planned termination or extension of the program. In particular, the Town will provide National Grid notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

IV. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Town's program will satisfy all three requirements, as discussed below.

1. Universal Access

The Aggregation Plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All existing basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they will have an opportunity to join the program. New customers will initially be placed on basic service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out with the 30-days of the opt-out notice. New customers will be enrolled at the same price as the existing customers, with the exception of new Very Large C&I Customers ("VLC&I Customers"). New VLC&I Customers are defined as any customer that is on the utility's largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of

power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA also requires the competitive supplier to maintain insurance (ESA, Article 16). Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires "equitable" treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated "equally," but rather that similarly-situated classes be treated "equitably." In particular, the DPU has allowed variations in pricing and terms and conditions between customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions between groupings of customers. First, the program will distinguish among customer classes (residential, commercial, industrial) by soliciting separate pricing for each of those classes. The program will use the same customer classes that National Grid uses for its basic service pricing.

Second, the program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, such as a green product. Customers selecting the optional product will be charged the price and terms of service associated with that product.

Third, as described above under "Universal Access," among New Customers, the program will distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small C&I customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

V. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer's next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.[2]

VI. CONCLUSION

The Westborough Community Choice program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of renewable energy and electricity choice to its residents and businesses.

[2] The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation

TOWN OF WESTBOROUGH
MASSACHUSETTS
01581

THIS IS TO CERTIFY that at the Annual Town Meeting in the Town of Westborough, duly called as required by law, and held on March 14, 2015 in the High School Auditorium, 90 West Main Street (no quorum necessary) it was

VOTED: Under

ARTICLE 22: Municipal Electric Load Aggregation (Board of Selectmen/Assistant Town Manager)
A motion was made to see if the Town will vote to initiate the process to aggregate electrical load pursuant to MGL Chapter 164, § 134 and, further, to adopt the following resolution:

WHEREAS, the Commonwealth of Massachusetts has engaged in a process to establish a competitive market place through the restructuring of the electricity market; and

WHEREAS, citizens of Westborough have a substantial economic and social interest in terms of greater customer choice and opportunities for savings in this restructured market; and

WHEREAS, the Town of Westborough hereby finds that it may be in the interest of its citizens who are electric ratepayers, both residential and commercial/industrial, to develop and secure such approvals and enter into appropriate agreements with consultants, experts and attorneys in connection with the establishment and operation of an electricity aggregation plan.

BE IT THEREFORE RESOLVED that the Town of Westborough hereby:

Publicly declares its intent to become an aggregator of electric power on behalf of its residential and business electric customers and to reestablish such plan if its operation is suspended; and

To negotiate and enter into such contracts for power supply pursuant to the plan or services for such plan, with the understanding that if a power supply contract is executed, individual consumers would retain the option not to participate in the aggregation plan and, instead, to choose any electricity alternatives they desire and, further, or take any other action thereon.

Vote:
Yes-104
No-4
Motion Carried.

Attest:

Wendy L. Mickel, Town Clerk
Dated: May 4, 2015

EXHIBIT B

Opt-Out Notice

ELECTRICITY PROGRAM NOTIFICATION LETTER

[Month] [Day], 20XX

Dear Westborough Electric Service Customer,

Welcome to **Westborough Community Choice** – your local option for electricity!

Westborough Community Choice is a new Town program that gives you electricity supply alternatives to National Grid while helping to support Westborough's sustainability efforts.

All eligible residential and commercial electricity customers will receive their electricity supply from <SUPPLIER NAME> instead of National Grid, starting on the first meter read after <MONTH> <DAY>, 2016.

How You Benefit

- **Savings:** Wesborough has negotiated an electricity supply price that is lower than National Grid's price.
- **Choice:** In addition to giving you an alternative to National Grid, the program also allows you to choose a Greener Option with a higher percentage of renewable energy. (For more information, visit www.town.westborough.ma.us/XXXXXXXX.)
- **Predictability:** Westborough has negotiated an XX-month contract with <SUPPLIER NAME>, which means your electricity supply price will not change in that time. (National Grid prices change every six months.)

These benefits are possible because Massachusetts law allows communities like Westborough to select an electricity supplier and bring the benefits of that choice to all eligible residents and businesses. This kind of program is a municipal electricity aggregation program.

No Interruption in Power, Billing, or Customer Service

Participating in **Westborough Community Choice** will change only your electricity supplier. National Grid will continue to read meters, maintain distribution and transmission lines, and provide customer service.

If you are on a budget plan or are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.

The only change you will see is a notification on your next bill from National Grid of a supplier change. On future bills, you will see <SUPPLIER NAME> printed as a line item for supply services. Otherwise:

- Your bill will continue to come from National Grid
- You will continue to send bill payments to National Grid
- You will continue to call National Grid if your power goes out

You Will Be Automatically Enrolled

To participate in **Westborough Community Choice**, you need to do nothing.

As an eligible National Grid Basic Service customer, you will be automatically enrolled and will become part of Westborough's efforts to meet its commitment to sustainability.

How to Opt Out

If you prefer not to participate, you may opt out by filling out, signing, and returning the enclosed postcard within 30 days of the postmark on the envelope. There is *no penalty* for opting out of the program, and you may do so *at any time*. To opt out in the future, simply call <SUPPLIER NAME> at 1-XXX-XXX-XXXX.

If you opt out, you will remain a National Grid Basic Service customer. At that time, you also have the option to choose a different electricity supplier on your own, if you wish.

NOTE: If you have already established a contract with a different electricity supplier but you received this letter, *you should opt out of the program*.

QUESTIONS? LEARN MORE CALL 1-XXX-XXX-XXXX

- **Read the FAQ online at: www.town.westborough.ma.us/XXXXX**

YOUR NEW SUPPLY PRICE

- **Residential accounts XX.XX ¢/kWh**
- **Small business accounts XX.XX ¢/kWh**
- **Medium and large business accounts XX.XX ¢/kWh**

COMPARE TO NATIONAL GRID RATES ON THE BACK ▶

continued

COMPARATIVE ELECTRICITY SUPPLY RATES AND TERMS

	Westborough Community Choice	National Grid Basic Service
Rate Term	<MONTH> 2016 meter read – <MONTH> 2016 meter read	<MONTH> <DAY>, 2016 – <MONTH> <DAY>, 2016
Residential accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh
Small business accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh
Medium and large business accounts	XX.XX ¢/kWh	XX.XXX ¢/kWh (<MONTH> <DAY> - <MONTH> <DAY>, 2015)
Duration	Rate is in effect from <MONTH> 2016 meter read through <MONTH> 2016 meter read	National Grid Fixed Basic Service rates change every six (6) months for residential and small business accounts and every three (3) months for medium and large business accounts.
Exit Terms	No exit charge	May receive a reconciliation charge or credit.

EXHIBIT C

Opt-Out Reply Card

OPT-OUT REPLY CARD

WESTBOROUGH COMMUNITY CHOICE
OPT-OUT REPLY CARD

X _____

Signature Date

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Westborough Community Choice.

If you **do not** wish to participate:

1. Sign and date this card
2. Drop it in the mail

This card must be signed by the Customer of Record whose name appears in the address on this card. You have 30 days from the postmark of the Customer Notification Letter to return the card.

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX CITY, STATE

POSTAGE WILL BE PAID BY ADDRESSEE

TOWN OF WESTBOROUGH
C/O <VENDOR NAME>
1 SUPPLIER STREET
SUPPLIER, MA 00000

If the Board is in agreement, the Board will vote to sign the Astrum Solar, Inc. d/b/a Direct Energy Solar contract.

Request for Proposals
Grafton & Sutton Group Solar Purchase Program

PLEASE NOTE DEADLINE EXTENSION TO MARCH 25, 2016

This is a request for proposals from Solar PV installers in order to select a single installer to provide a fixed price (discounted) offering to Grafton & Sutton residents.

1 Introduction

The communities of Grafton & Sutton seek to increase the adoption of small-scale solar electricity in participating communities through a competitive solicitation process that aggregates homeowner buying power to lower installation prices for participants (hereinafter the "Program"). This Program is similar in function and scope to the Solarize Massachusetts Program offered by the Commonwealth of Massachusetts, Clean Energy Center and the Department of Energy Resources (DOER). The Grafton & Sutton Program is intended to be similar to the Solarize Mass community programs, but it is not sponsored by the Massachusetts Clean Energy Center.

The selected Installer (hereinafter the "Installer") will propose a fixed discount program for rooftop solar PV systems installed in Grafton & Sutton during a specified period (the "Program Period"). The Program will be available to Grafton & Sutton residents and businesses during the Program Period. The Program Period should be no shorter than four months. The Grafton & Sutton Energy Committees will provide a group of dedicated volunteers (hereinafter "Volunteers") to help market and publicize the Program during the Program Period. The Installer will enter into contracts with customers for the installation of solar photovoltaic systems. While the Installer will not have an exclusive right to sell solar installation services in Grafton & Sutton during this or any other period, all marketing and publicity efforts by the Grafton & Sutton Program to the community will focus on the selected Installer.

Below is a table showing the number of parcels in the towns of Grafton & Sutton.

Municipality	Single Family Parcels	Multi Family Parcels	Commercial Parcels	Industrial Parcels
Grafton	4,388	1,654	144	73
Sutton	2,896	320	92	94

Program success will build on the following factors:

> The Grafton & Sutton communities are very engaged with energy efficiency matters.

> The Towns are fully committed to the Grafton & Sutton Solarize Program, with the Board of Selectmen actively supporting the Program.

> Local marketing efforts includes grass roots organizations that will conduct outreach efforts to all the local volunteer and faith community groups, and the public and private schools, amongst others.

2 Project Timing and Proposal Submission Details

The Towns of Grafton and Sutton wish to begin a program as soon as possible. It is anticipated that the program will launch in May 2016 and run through August 2016. An extension could be mutually agreed on depending on progress and continued interest at that time.

Sealed proposals should be sent to Grafton Municipal Center, 30 Providence Road, Grafton, MA 01519 to arrive no later than 12:00 p.m., Friday, ~~March 4~~ March 25, 2016. If your firm is interested in bidding but cannot meet this deadline, please request an extension by emailing Doreen Defazio, Energy Manager, Town of Sutton, at d.defazio@town.sutton.ma.us not later than 12:00 p.m., Friday, ~~February 26~~ March 18, 2016. If an extension is granted, the same extension will be granted to all bidders.

No mandatory format is being specified for responding to this RFP, although bidders are encouraged to submit brief proposals along the following lines described in Part 4 of this RFP in order to allow the Towns to compare bidders easily.

3 Scope

The Installer selected for the Program will have primary responsibility for managing leads, performing site assessments, providing general customer service, contracting, installation, and all other functions typically associated with the sales and installation process.

The Installer will play an integral role in public outreach and educational events coordinated between the community and the Installer.

Once selected, the Installer will work with the Towns to finalize a marketing strategy specific to the communities. The Installer will participate in at least one "Meet the Installer" presentation, where the Installer will be introduced to the community. The Installer is encouraged to provide additional training for the Energy Committee members and volunteers on the Installer's operations, technical selection criteria, and other relevant topics.

As leads are identified, the Installer will provide site assessments (as appropriate) and system designs for individual solar PV projects. The site assessment will evaluate a site's suitability for solar PV, including shading, onsite load, and any electrical, structural, or mechanical issues that may increase the cost of the solar PV project relative to the Base Package.

Upon contracting, the Installer will be responsible for providing each customer with a turnkey service, which includes securing all local permits, **and completing the project such that it is fully operational before December 31, 2016**. In addition, the Installer will be expected to provide information regarding renewable energy crediting tariffs, the sale of SRECs, and any other federal or state incentives available for the customer.

The Installer will provide to the Towns weekly data as requested, including but not limited to, the number of community initial interest contacts, number of site visits completed, number of feasible sites, number of signed contracts, and contracted capacity.

The Installer will be able to contract with customers through August 31, 2016. The Installer will be required to provide a final report outlining the total number of contracted customers within the community and the resulting prices that will be associated with each installation by October 31, 2016.

4 Suggested format for bids

While there are no mandatory elements to a response to this Request for Proposals, the Towns have particular interest in the following information:

Element 1: Corporate profile. A description of your company, including sales capacity and installation crew capacity. A list of what solarize or community solar campaigns you have been involved with, the pricing structure for each of those campaigns, as well as the average sold price in those campaigns including any adders. Identify any third-party financing partner(s) that will be offered to residents, with a description of the terms for financing. Highlight relevant experience, skills and capabilities that would be used to undertake this Program. Describe your experience with installations on condos, including a description of your process for helping owners create documents for solar roof rights for condos.

Element 2: Price and Equipment Proposal. The Towns encourage bidders to bid a fixed price "Basic System" which will not require adders in most instances.

Pricing should include total installation cost, which includes (but is not necessarily limited to): system design, permitting, applicable materials and equipment, transportation, labor, a stamped structural letter, and all equipment and workmanship warranties. The price should be independent of any tax credits or incentives available to the customers. Note that the community's expectation is a base price around the previous average price for solarize communities in Massachusetts. Preference will be

given to proposals which minimize the use of adders and include a greater proportion of costs in the base price.

Proposed Equipment:

Identify specifications for equipment that will be used for projects going through the Program, including modules, inverters, racking, meters, and data acquisition systems (if applicable) along with manufacturer specification sheets and warranties. Only Tier 1 components may be used.

It is expected that the Installer will offer one well-known brand of solar module (panel). It is appreciated that supply constraints may mean that this brand has to be changed during the program. A string (central) inverter is expected along with online monitoring as typically offered by the inverter manufacturer. This description is intended to broadly describe the "basic system" in the Pricing Proposal attached herein.

If different system/quality options are recommended, please provide package prices for different level systems or alternatively standard price adders (per Watt or flat fee) for such upgrades.

A2 - Expected High-Use Cost Adders:

For costs that are not built into the base tier pricing, the Installer must list any cost adders that are expected to be utilized for more than 25% of contracted projects. Common cost adders may include (but are not limited to): automatic reporting to the Production Tracking System, use of micro-inverters or DC optimizer technology (if not part of base pricing), and others. Installers should note common cost adders, and clarify the expected percent of systems that a cost adder may be applied.

A3 – Other Cost Adders

It is understood that features of certain installations will result in higher costs. Installers must outline specific electrical, mechanical, structural, equipment, site, or labor features that will result in greater costs on the *Adder Form*. In addition, Installers must identify a maximum Purchase Price associated with more complicated installations.

Element 3: Marketing and Outreach Services. Please describe the marketing services you would offer and how much money (if any) you would contribute to pay for items such as printed materials, banners, yard signs, mailing and distribution costs, and the like. Please indicate all contributions, if any, to the Grafton & Sutton Energy Committees. Please provide a typical town information slide deck for a solarize campaign.

Optionally, please suggest any ideas for incentives or discounts for early adopters to ensure that the campaign shows successes early on.

The Installer may, but is not required, to offer financing mechanisms for customers under the Program, including loans, payment plans, or other mechanisms.

Element 4: Customer Service. Describe a plan to provide good customer service to the community, including timely lead contact, site assessments to interested customers, installation services, and SREC aggregation/brokerage. Indicate how, if at all, you will engage in a follow-up evaluation for Grafton & Sutton customers regarding their experience. Provide a description of your suggestions and incentives, if any, that you can provide to help low-income homeowners participate in the Grafton & Sutton Solar program. Also, include a description of warranties available to homeowners.

Element 5: Professional Qualifications. Identify all members of the project team, including but not limited to, partners assisting in project financing, customer service, outreach, project installations, and SREC aggregation or brokerage. Include an organization chart outlining the various key individuals and partners, with a description of each.

Identify any third-party financing partner(s) that will facilitate the Installer's ability to provide a solar loan or lease, and the duration of the existing partnership. Describe the typical terms of such financing options.

Identify any partnerships or resources you provide to your customers to facilitate the sale of their SRECs.

Element 6: Level of Effort. Describe how many people and how many hours per week you will make available for your team to conduct outreach, sales, training, site assessment, project management and installations. Define how much you will provide to community interactions with the Energy Committee, training and community workshops.

Element 7: Benefit to Towns. Besides increasing the number individual solar PV projects in Town, please describe other benefits to be provided to the Towns of Grafton and Sutton, if any.

Addendum 1: Standard Agreement Please provide a copy of the standard agreement for Purchase projects. The agreements should outline all of the terms and conditions for a customer under the Program.

Addendum 2: References. Please provide the names and contact information (telephone, email) of key contacts with which the installer has previously worked on other solar community programs.

5 Installer and Community Expectations

The community will expect the Installer to have conducted criminal background checks on all employees that will come into contact with homeowners during the program (including installation).

It is expected that installation will occur within 120 days from contract signature (or whatever time period the bidder deems appropriate), with a financial penalty if a delay beyond that time period is due to a lack of Installer installation capacity.

The Installer can expect that all homeowners interested in solar will be directed to the Installer website or call center. The Grafton & Sutton Energy Committees and community volunteers will communicate to homeowners the benefits of using the chosen Installer rather than another installer.

6 Selection Criteria

The Installer will be chosen based on a review that will consider the following criteria.

- **Overall quality:** Overall quality of proposal and partnership potential with the corresponding community;

- **Experience**: Degree of Installer's experience and proficiency in the scope of work, including demonstrated experience in developing, designing and installing small-scale solar PV systems. In addition, experience of Installer team in solar campaigns and outreach activities;

- **Installer warranties and financial stability**: Extent of Installer warranties offered, guarantees to complete system installations by the end of 2016, and expected company stability and ability to honor the warranties and to service the equipment in the long run.

- **Marketing plan**: Ability of proposal to drive community adoption of solar PV projects;

- **Implementation capacity**: Demonstrated capacity: to provide timely, quality customer service and installations; to implement well-established mechanism for customer complaint resolution; to communicate and work in partnership with the community; and to bring sufficient resources to bear to achieve significant additional solar penetration in Grafton & Sutton by December 31, 2016.

- **Equipment quality:** Panel and inverter efficiency and the extent of manufacturer's warranties will be considered. The aesthetics of installations (color of modules, cable run layout and covers, etc.) will also be considered.

- **Price structure**: Value and simplicity of the pricing proposal for Purchase Price ($/kW).

7 Questions

Questions should be directed to Doreen Defazio, Energy Manager, Town of Sutton, d.defazio@town.sutton.ma.us. Responses will be circulated to all bidding installers if deemed appropriate.

-- End RFP Narrative --

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this "Agreement") is entered into as of the April 12, 2016 by and between the Town of Grafton, The Town of Sutton and Astrum Solar, Inc. d/b/a Direct Energy Solar (the "Company"), a Maryland corporation (the Sponsor and the Company, each a "Party," or collectively, the "Parties").

WHEREAS, the Sponsor is undertaking a program (the "Program") for the purpose of providing information and resources for renewable energy options and facilitating the installation of solar photovoltaic systems for residents of Grafton (the "Community");

WHEREAS, the Sponsor has selected the Company as the sole provider of solar photovoltaic system installations and solar energy services for customers acquired through the Program;

WHEREAS, the Parties desire to enter into this Agreement for the purpose of, among other things, working together to promote the Program and increase the use of solar photovoltaic system by residents in the Community through a combination of outreach, education, and the facilitation the installation of solar photovoltaic installations;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and other valuable and good consideration, the Parties agree as follows:

Section 1. Program Scope. The Program includes the coordination by the Parties in connection with the (i) outreach, education, public relations and marketing activities regarding residential photovoltaic solar electric systems to be installed by the Company ("Systems" and each a "System"); (ii) customer acquisition activities, (iii) reporting by Company to Sponsor of solar adoption by the Community customers acquired through the Program ("Program Participants"); and (iv) if applicable, the payment of any referral bonus as set forth herein.

Section 2. Term. The initial term of this Agreement shall commence upon the date first written above and shall continue for a period of one year (the "Term"), unless sooner terminated pursuant to the provisions hereof. Either Party may terminate this Agreement without cause by providing written notice to the other Party at least [sixty (60)] days before termination becomes effective.

Section 3. Sponsor Obligations. The Sponsor will implement the Program in accordance with the currently contemplated process and schedule provided in the attached Exhibit A. Sponsor will also participate and assist Company in connection with the following matters set forth below.

a. The Sponsor will co-promote the Program in accordance with this Agreement, including, but not limited to, (i) issuance of joint press-releases with the Company and support at public/media events, and (ii) distribution of printed and digital marketing materials in accordance herewith. A kick off meeting, cable TV spot detailing program, web logo and all co-promotional activity described herein shall be subject to each Party's prior approval.

b. Subject to the conditions provided in Section 7 of this Agreement, the Sponsor will promote the Program using the Parties' Brand Elements (as such term is defined below) through marketing materials and other methods, including, but not limited to the following: social media, email, or the Sponsor's websites and appropriate written materials.

c. The Sponsor will provide reasonable assistance to the Company in connection with developing and disseminating all Program outreach and marketing materials.

d. The Sponsor will collaborate Program planning, management, and logistics, as well as with the scheduling, organizing, and co-leading community engagement meetings and workshops.

e. The Sponsor will participate in [periodic] phone calls or meetings, at times and intervals mutually convenient to Sponsor and Company to discuss the progress of marketing the Program and installation of Systems within the Community as well as discuss and consider any potential improvements and/or changes in scope.

f. The Sponsor will provide promptly to the Company information regarding potential Program Participants through the Company's standard lead generation process with regard to all potential Program Participants who (i) are interested in pursuing the acquisition of a System and (ii) authorize the Sponsor to share their identifying information with the Company. The Sponsor shall have no obligations whatsoever with respect to any potential Program Participant's purchase of any System from the Company, whether by cash or financing, other than the delivery of Program Participant leads to the Company.

g. [ADD ANY OTHER SPONSOR OBLIGATIONS]

Section 4. Company Obligations. The Company will implement the Program in accordance with the currently contemplated process and schedule provided in the attached Exhibit A. The Company will also participate and assist Sponsor in connection with the following matters set forth below.

a. The Company will co-promote the Program in accordance with this Agreement, including, but not limited to, (i) issuance of joint press-releases with the Company and support at public/media events, and (ii) distribution of printed and digital marketing materials in accordance herewith. All co-promotional activity described herein shall be subject to each Party's prior approval.

b. Subject to the conditions provided in Section 6 of this Agreement, the Company will promote the Program using the Parties' Brand Elements (as such term is defined below) through marketing materials and other methods, including, but not limited to the following: social media, email, cable television, paper inserts or the Provider's websites and appropriate written materials.

c. The Company will collaborate with the Sponsor with developing and disseminating all Program outreach and marketing materials.

d. The Company will collaborate with the Sponsor with Program planning, management, and logistics, as well as with scheduling, organizing, and co-leading community engagement meetings and workshops.

e. The Company will administer and manage a system for the management of all potential Program Participants. The Company shall have the sole discretion to determine whether a potential Program Participant qualifies to purchase or otherwise obtain a System from the Company and the Company shall have no obligation to sell or otherwise provide a System to any potential Program Participant.

f. The Company will provide customer service for Program Participants before and after System installations in accordance with its customer service procedures and protocols, which may be amended and revised from time to time.

g. The Company will manage all System site evaluations, permitting, work contracts, and System installations for the Program.

h. The Company will provide pricing for Program Participants in the manner set forth on Exhibit A. The Sponsor shall have no liability for any costs, fees or other obligations incurred by a Program Participant to the Company.

i. The Company will maintain up-to-date records on each Program Participant, including (i) System description, (ii) System installation completion date, (iii) System performance and (iv) such other reasonable reporting metrics necessary for the Sponsor to assess the progress of the Program. Such as calls for service, output and questions about savings on bills.

j. The Company will provide calls for service output and questions about savings on bills.

Section 5. Referral Bonus. In return for Sponsor performing its obligations set forth in this Agreement, Sponsor will be entitled to receive the following referral bonus amounts set forth in Exhibit B (if any).

Section 6. Exclusivity. The Sponsor agrees that the Company shall be the exclusive System provider for the Program during the Term and the Sponsor will not market or otherwise partner with another solar provider during the Term of this Agreement.

Section 7. Marketing Approval. Each Party will have an opportunity to review and approve, in its sole discretion, all artwork, press releases and similar public communications, copy or other materials utilizing the reviewing Party's name, logos, trademarks, logos, copyrights or other branding elements and proprietary marks (collectively, the "Brand Elements") prepared by the other Party for or in connection with this Agreement prior to any production or distribution thereof. No material will be used, which in the opinion of the reviewing Party, (i) is inconsistent with the Party's overall image, (ii) might jeopardize its proprietary rights or rights of a third party, or (iii) violates any of its contractual or other legal obligations. After an item has been approved by the Parties, the Parties shall not depart therefrom in any material respect without the further review and approval by the approving Party. A Party's silence in responding to an approval request will be deemed a rejection of such approval request. Notwithstanding anything to the contrary herein, each Party retains all ownership rights in and to its respective Brand Elements. For purposes of this Agreement, each Party hereby grants to the other party a non-exclusive, non-transferrable, royalty free license to use, subject to any required approval of the licensing Party as set forth in this Agreement, the licensing Party's Brand Elements solely for the purposes of and transactions contemplated by this Agreement and the Program. For the avoidance of doubt, no new or additional Brand Elements shall be created by the co-branding, joint-marketing or other combination of the Parties' respective Brand Elements in accordance with this Agreement. Any and all media announcements about the Program or that are otherwise related to the existence of, the terms or transactions contemplated by this Agreement, shall be jointly agreed-to by the Parties in advance.

Section 8. Independent Status of the Company. The Company and its subcontractors and representatives shall not be deemed to be acting as agents, servants or employees of the Sponsor by virtue of this Agreement or by virtue of any approval, permit, license, grant, right, or other authorization given by the Sponsor in connection with this Agreement, but shall be deemed to be independent contractors performing work and services, and shall be deemed solely responsible for all acts taken by them pursuant to this Agreement.

Section 9. Indemnification. To the extent permitted by applicable law, each Party shall indemnify and hold harmless the other Party and its agents, officers, directors and employees from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards related to or arising out of the Program or this

Agreement sustained, incurred or suffered by or imposed upon the other Party including, but not limited to, (i) the breach of any of the terms of this Agreement or any false representation by such Party, or (ii) any grossly negligent acts or omissions or intentional misconduct of such Party. This provision shall survive termination of this Agreement.

Section 10. Compliance with Law. The Company agrees to comply with all applicable federal and state statutes rules, and regulations, including but not limited to, promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged, or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, or for exercising any rights afforded by law.

Section 11. Miscellaneous.

a. Counterparts. This Agreement may be executed in counterparts, including in facsimile and electronic formats (including portable document format (.pdf)), each of which is an original and all of which constitute one and the same instrument.

b. Assignment. Neither Party transfer or assign all or any part of this Agreement or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed.

c. Governing Law. This Agreement will be governed by laws of the State of [STATE] without regard to its principles of conflicts of law.

d. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the purchase and sale of Assets and supersedes all prior discussions and agreements between the Parties with respect to the subject matter hereof. This Agreement may be amended, changed, modified, or altered, provided that such amendment, change, modification, or alteration shall be in writing and signed by both Parties hereto.

e. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

f. Further Assurances. The Parties agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of the Parties.

g. Severability. Any provision of this Agreement declared or rendered invalid, unlawful, or unenforceable by any applicable governmental authority shall not otherwise affect the remaining lawful obligations that arise under this Agreement.

h. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and this Agreement shall not impart any rights enforceable by any third party, except as otherwise specifically provided herein. This Agreement shall not be deemed to create any right of action in favor of third parties against the Sponsor or the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed in its name and delivered on its behalf by its duly authorized representative as of the date first written above.

TOWN OF GRAFTON

_____
Craig Dauphinais – Chairman

_____
Jennifer Thomas – Vice Chair

_____
Bruce Spinney, III – Clerk

_____
Dennis Flynn

_____
Brook Padgett

TOWN OF SUTTON

_____
David Hall- Chairman

_____
John L. Hebert- Vice Chair

_____
Paul Maynard – Clerk

_____
Jesse Limanek

_____
Michael Kenney

ASTRUM SOLAR, INC.

By: _____
Name: _____
Title: _____

[*Signature Page of Memorandum of Agreement*]

Exhibit A

Program Implementation Process and Schedule

Below is a timeline for the average customer experience from the time they express interest to system installation:

Action	Days for Completion
Homeowner expresses interest (lead entered into our system)	
Solar Qualification rep. calls homeowner and qualifies home	1 day
Site survey design completed and homeowner meets with Solar Consultant	3-5 days
Customer considers going solar and signs contract (possible panel layout redesign, additional pricing options, Q&A with Solar Consultant.)	1 month
Installation kickoff meeting with customer's Project Lead	2-3 weeks
System installation	2-3 months*
Utility grants approval to interconnect and system is commissioned	5-8 weeks after installation

* Company will use commercially reasonable efforts to install every system sold during the term of this of this Agreement within [120] days of executing the respective contract with the potential Program Participant, barring customer-initiated delays or schedule preferences. Also, for a fixed upfront fee, potential Program Participants will have the option of a guaranteed installation within [90] days.

Once the system is installed, we contact the utility company to interconnect. From time to time there are delays with the utility company or the processing of permits or paperwork that are beyond our control. However, Company will attempt to mitigate any such delay and communicate with the Program Participant regarding the status of matters throughout the process.

Milestones (customer payment):

- 10% at contract signing
- 60% at install
- 30% at final inspection

*Exception: down payment (varies) due at contract signing for loan financing option.

Exhibit B

Referral Bonus Compensation

TOWN OF GRAFTON

GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

BOARD OF SELECTMEN
MEETING AGENDA

April 12, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. **SCHEDULE**

2. **NEW BUSINESS**
   a) Vote to Sign Town Warrant Ballot

   b) Vote to Sign Peregrine Energy Contract

   c) Vote to Sign Direct Solar Contract

3. **SELECTMEN REPORTS / TA REPORTS**

4. **CORRESPONDENCE**

5. **DISCUSSION**
   a) FY 17 Budget

6. **MEETING MINUTES**

EXECUTIVE SESSION
MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN