

Jennifer Tabakin  
Town Manager

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Town Hall, 334 Main Street  
Great Barrington, MA 01230

Telephone: (413) 528-1619 x2  
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## TOWN OF GREAT BARRINGTON MASSACHUSETTS

OFFICE OF THE TOWN MANAGER

### SELECTBOARD'S MEETING AGENDA

MONDAY, MAY 2, 2016

6:30 PM – EXECUTIVE SESSION

7:00 PM – REGULAR SESSION

TOWN HALL, 334 MAIN STREET

### ORDER OF AGENDA

#### 6:30 PM - OPEN MEETING

##### 1. CALL TO ORDER

- ##### 2. GO INTO EXECUTIVE SESSION – TOWN MANAGER'S CONFERENCE ROOM
- M.G.L. c. 30A section 21(a)(3): pending litigation matter, Housatonic Water Works Company, D.P.U. No. 15-79  
- Roll Call Vote

#### 7:00 PM – RETURN TO PUBLIC SESSION – BOARD ROOM

##### 3. SELECTBOARD'S ANNOUNCEMENTS/STATEMENTS:

- A. General Comments by the Board.

##### 4. TOWN MANAGER'S REPORT:

##### 5. LICENSES OR PERMITS:

- A. Jess Cooney for a Driveway Permit to relocate the driveway from 30 West Avenue to Lewis Avenue. (Discussion/Vote)
- B. George Laye/The Guthrie Center for Thirty (30) One Day Beer and Wine Liquor Licenses from May 13 - September 3, 2016 (as per list) from 6:00 PM TO 12:00 PM at the Guthrie Center, 2 VanDeusenville Road. (Discussion/Vote)

**6. NEW BUSINESS:**

- A. Alana Chernila/Farmers Market 2016 Season - Update.
- B. Presentation - Colonial Power Group, Inc. re: Municipal Choice Aggregation.  
(Discussion/Vote)
- C. SB - Set date and time for next Strategic Planning Meeting. (Discussion/Vote)

**7. OLD BUSINESS:**

**8. CITIZEN SPEAK TIME:**

**9. SELECTBOARD'S TIME:**

**10. MEDIA TIME:**

**11. ADJOURNMENT:**

**NEXT SELECTBOARD'S MEETING: Monday, May 18, 2016, 7:00 P.M.**

  
\_\_\_\_\_  
Jennifer Tabakin, Town Manager

*Pursuant to MGL. c. 30A sec. 20 (f), after notifying the chair of the public body, any person may make a video or audio recording of an open session of a meeting of a public body, or may transmit the meeting through any medium. At the beginning of the meeting, the chair shall inform other attendees of any such recordings. Any member of the public wishing to speak at the meeting must receive permission of the chair. The listings of agenda items are those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.*

Town of Great Barrington

Form date: June 2011

Board of Selectmen

Fee \$50.00

Application for Access to a Public Way / Driveway Permit

Number \_\_\_\_\_

INSTRUCTIONS

RETURN FIVE (5) COPIES OF THIS FORM AND ALL ACCOMPANYING PLANS, ALONG WITH THE \$50.00 FEE to the Department of Public Works office in Town Hall, 2nd Floor, 334 Main Street, Great Barrington, MA 01230. Plans must show the location of the driveway on the property and must also indicate all details needed in order to determine that driveway regulations are met, including paving material, width, grade, drainage, culverts, angle to street, etc. See Chapter 153 of the Town Code for driveway regulations.

Application Date 4/13/2016

Name of Applicant / Property Owner Jess Cooney

Mailing address 30 West Ave. Great Barrington, MA 01230

Phone number (413) 329-6535

Location of proposed driveway / highway entrance EXISTING DRIVE 30 WEST AVE. / MOVE TO LEWIS AVE.

Contractor who will perform the work Great River Construction Co. Inc.

Address & phone number of contractor P.O. Box 401 Great Barrington, MA 01230 (413) 528-4121

Proposed construction date WEEK OF May 9-16

Type of driveway (gravel, asphalt, etc.) Gravel with paved apron

Print Form

Submit five (5) copies of completed form and plans.

Applicant hereby agrees to notify the Great Barrington DPW Superintendent of the date and time of driveway construction at least 24 hours before construction is begun. Applicant further agrees to conform to all requirements of the Town of Great Barrington regulations governing access to public ways and to all conditions that may be placed on this permit. See Chapter 153 of the Town Code for regulations and design requirements.

Applicant's Signature: [Signature]

FOR STAFF USE ONLY

RECOMMENDATION OF DPW / HIGHWAY SUPERINTENDENT

After consultation with review staff, and after full consideration of the application and the applicable requirements, I recommend that this application be:

- ( ) approved as submitted
( ) approved with conditions attached
( ) disapproved for reasons attached
( ) resubmitted with changes suggested per attached

Staff Reviews Received:

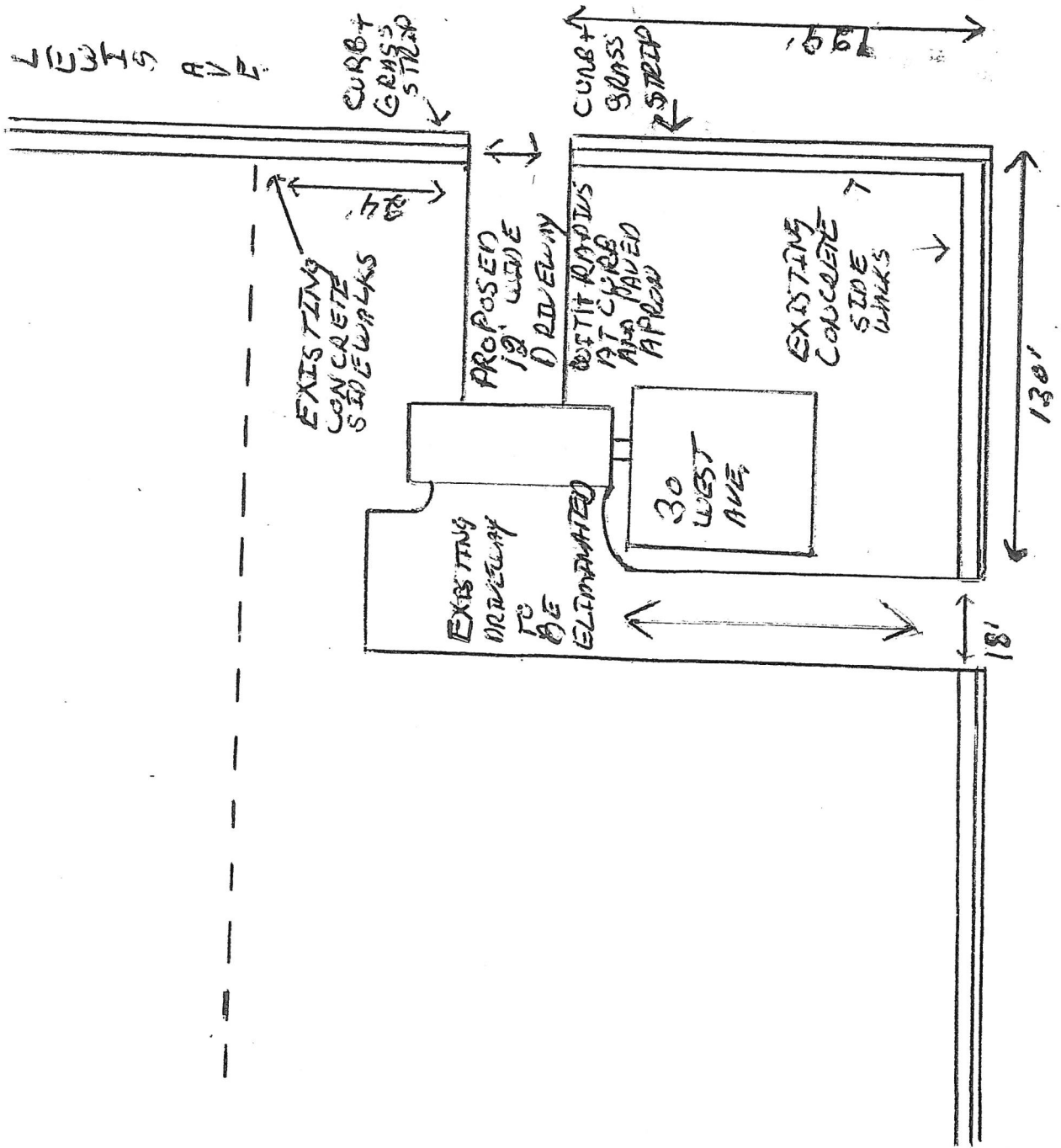
Table with columns: Received, Conditions Recommended, Other Permits Required. Rows: Conservation, Fire Chief, Planning.

PERMIT FOR ACCESS TO A PUBLIC WAY / DRIVEWAY

Pursuant to its vote of \_\_\_\_\_ in favor and \_\_\_\_\_ opposed, at its meeting on \_\_\_\_\_, the Great Barrington Board of Selectmen granted permission to construct or alter this access to a public way at the address and in the location indicated in this application, in accordance with the plans accompanying this application, and subject to any conditions attached.

For the Selectmen: \_\_\_\_\_, its \_\_\_\_\_ (signature) \_\_\_\_\_ (title) \_\_\_\_\_ (date)

MAP FOR DRIVEWAY PERMIT AT  
30 WEST AVE. TO MOVE DRIVEWAY  
TO LEWIS AVE. AND ELIMINATE  
THE EXISTING DRIVEWAY





P.O. Box 401

Great Barrington MA, 01230

**GREAT RIVER**

**CONSTRUCTION CO. INC.**

(413) 528-4121

FAX (413) 528-3149

April 13, 2016

Driveway proposal to eliminate the existing driveway at 30 West Ave. Great Barrington and construct a new driveway on the Lewis Ave. side of the property. The existing grade of the property is lower than the roadway and no additional run off from the new drive will be discharged onto the roadway.

The existing sidewalk is in poor condition and the new apron will be paved in such a way as to incorporate the existing sidewalk grades with the new apron.

Please contact us should you have any questions or suggestions on this project.

Derek Boomsma  
Great River Construction Co., Inc.  
413 329 4781

Pete Soules  
Highway-Facilities Superintendent

E-mail: [psoules@townofgb.org](mailto:psoules@townofgb.org)  
[www.townofgb.org](http://www.townofgb.org)



20 East Street  
Great Barrington, MA 01230

Telephone: (413) 528-2500  
Fax: (413) 528-2290

## TOWN OF GREAT BARRINGTON MASSACHUSETTS

Department of Public Works  
Highway Division

### Conditions on Application for Access to Public Way

Applicant: Jess Cooney  
Location: 30 West Ave, move to Lewis Ave  
From: Pete Soules Highway Superintendent  
Date: April 21, 2016

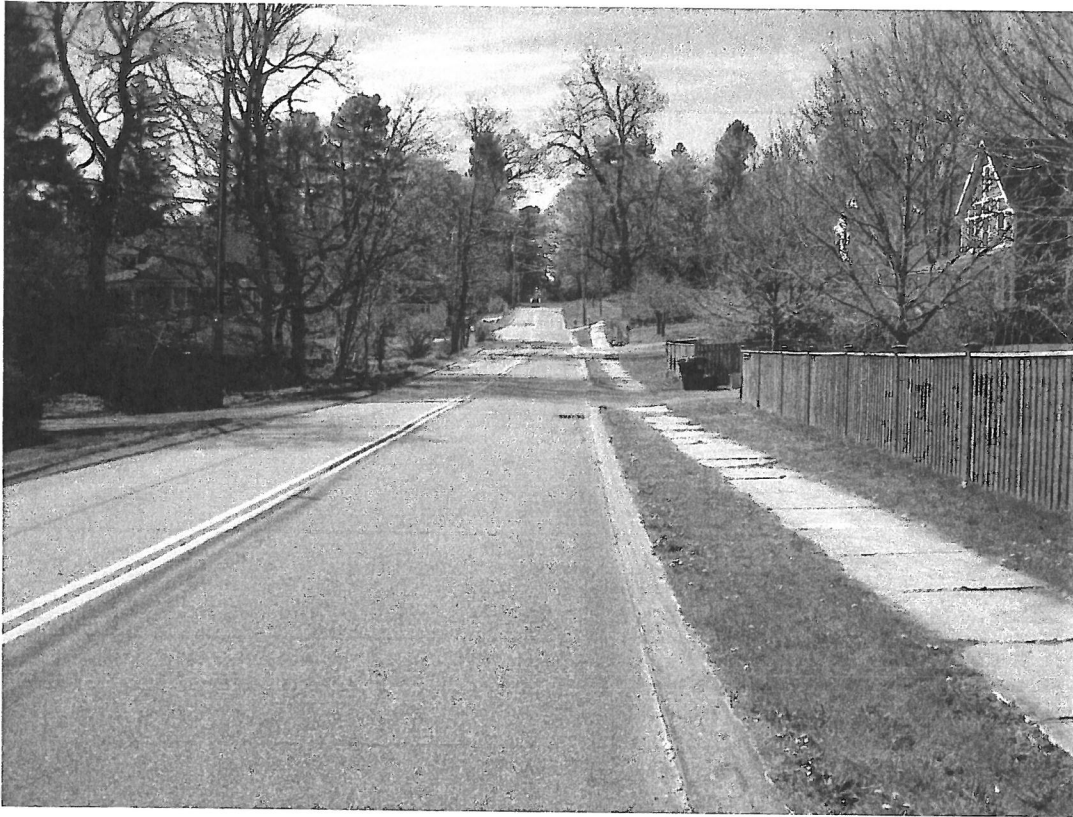
1. The applicant shall construct the proposed access to conform to the following applicable criteria listed under **Section 153-14, Design requirements** of the Town of Great Barrington Code:
  - B. Driveway location as shown on the attached plan is acceptable, with regards to alignments with the way, profile, sight distance conditions and not located at the extreme edge of the property.
  - C. No more than two (2) driveways shall normally be allowed for any property, unless there is a clear necessity for more.
  - D. Driveways shall not normally be approved at intersections, because of potential safety hazards.
  - E. Culverts taking the place of roadside ditches shall have a diameter of not less than 15" (*A culvert is not required at this location*)
  - F. Entrance elevation at the point of entry into the public right-of-way shall be no more than the elevation of the shoulder of the road.
  - G. Driveways should be so constructed that water from the driveway shall not drain onto the crown of the road.
  - H. In no instance shall the edge of the driveway entering onto the road conflict with the flow of surface water runoff.

- I. Driveway width shall not be less than 8-feet or more than 16-feet within the town right-of-way. Any curb at the entrance shall be rounded off with a radius of three (3) feet.
  - J. Pitch of driveway shall be downward from the edge of the road to sideline of the town right-of-way or front property line.
  - K. Driveways should be located to the best advantage with respect to the alignment with the way, profile and sight distance conditions. In no instance shall a driveway intersect the way at less than a sixty degree angle. Unless there is no alternative, a driveway should not be located within a required side yard.
  - L. No permit shall be issued for any driveway to a structure or proposed structure on a grade in excess of ten percent (10%) above the road or street level until and unless the applicant submits plans to the Highway Superintendent showing that the driveway will be constructed in a such a way so as not to discharge water, stones or other materials onto any public street, road or highway.
2. Install a paved driveway apron in accordance with the following requirements:
    - A. Apron dimensions: Width = 22-feet maximum along the roadway which includes a 3-foot radius curb on each side. Length = 5-feet minimum from edge of roadway. **(Apron shall have a 1.5" raised edge along the curb line)**
    - B. Place 3-inches of bituminous concrete on 12-inches of compacted gravel.
    - C. Place asphalt tack coat along the edge of the road where the apron meets the edge of the existing pavement.

***The applicant agrees to notify the Highway Superintendent (528-2500) at least 48 hours prior to the installation of the paved apron.***

3. Should there be, after completion of the driveway, discharges of water, stones, or silt onto the public way or onto property of any abutters or neighbors, the property owner shall take whatever steps are necessary to eliminate such discharges.
4. The applicant shall maintain the proposed access to conform to the following applicable condition listed under **Section 153-17, Continuing responsibility of owners**, of the Town of Great Barrington Code:

Abutting property owners shall be responsible for keeping culverts under their driveways cleared and for maintaining driveways in condition conforming to the requirements of the permit.



# 30 West Ave  
Existing Driveway on  
Right



Lewis Ave  
Looking East  
Proposed driveway on  
right 20' past Lg tree



Lewis Ave  
Looking West  
Proposed Driveway on  
Left

RECEIVED  
TOWN MANAGER

APR 26 2016

BOARD OF SELECTMEN  
GREAT BARRINGTON, MA

Fee: \$25.00 (per day) X 30 =  
\$ 750 Pd.



**APPLICATION FOR ONE DAY LIQUOR LICENSE**

TO THE LICENSING AUTHORITY:

The undersigned hereby applies for a License in accordance with the provisions relating thereto:

Applicant's Name: George Lave

Organization Name: Guthrie Center

Applicant's Address: 2 Van Deusenville Road

Telephone Number: 413 528-1955

Type of License: ONE DAY BEER & WINE ONE DAY ALL ALCOHOLIC  
(Circle one)

Event: Troubadour Series (Total of 30)  
- Sep 1-3, 2016

Date: MAY 13, 2016 Start Time: 6:00 PM End Time: 12:00 PM

Event Address: SAME

Is the Event on Town property? YES  NO

**PLEASE ATTACH THE FOLLOWING TO YOUR APPLICATION:**

1. TIPS or ServSafe Alcohol certification for anyone serving alcohol.
2. Certificate of Insurance showing proof of Liquor Liability coverage.  
(If the event is on Town property, the certificate must name the Town of Great Barrington as additional insured.)
3. If the event is not on applicant's property, a letter of permission from the owner is required.

Liability: The below individual agrees to take responsibility for the above-noted event and further agrees to indemnify, save harmless, and defend the Town of Great Barrington, its officers, employees and agents, from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may occur in connection with this event.

\_\_\_\_\_  
Signature of Applicant Date

FOR TOWN USE:

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Postponed \_\_\_\_\_

Day	Date	2016 Guthrie Center Beer & Wine Dates
Fri.	May 13	
Sat.	May 14	
Sun.	May 15	
Fri.	May 27	
Sat.	May 28	
Sat.	June 4	
Sat.	June 11	
Sat.	June 18	
Fri.	June 24	
Sat.	June 25	
Fri.	July 1	
Sat.	July 2	
Fri.	July 8	
Sat.,	July 9	
Fri.	July 15	
Sat.	July 16	
Fri.	July 22	
Sat.	July 23	
Fri.	July 29	
Sat.	July 30	
Fri.	Aug. 5	
Sat.	Aug. 6	
Fri.	Aug. 12	
Sat.	Aug. 13	
Fri.	Aug. 19	
Sat.	Aug. 20	
Fri.	Aug. 26	
Sat.	Aug. 27	
Fri.	Sept. 2	
Sat.	Sept. 3	



**TOWN OF GREAT BARRINGTON**

**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 \_\_\_\_\_, 20\_\_\_, by and between the Town of Great Barrington ("Town"), a municipal corporation having its principal place of business at 334 Main Street, Great Barrington, MA 02130 as represented by Jennifer Tabakin, Town Manager acting for and on behalf of the Town who signs these presents in her official capacity and incurs no liability in her individual capacity, and Colonial Power Group, Inc., having its principle place of business at 277 Main Street, Marlborough, MA 01752 ("Consultant"). It is agreed between the parties hereto as follows:

**SCOPE OF SERVICES, DELIVERABLES:** See Attachment A.

**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 \$0.001 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 Manager.

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

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

**FOR THE CONSULTANT  
BY:**

\_\_\_\_\_  
Mark Cappadona, President

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

**FOR THE TOWN OF GREAT BARRINGTON  
BY ITS TOWN MANAGER:**

\_\_\_\_\_  
Jennifer Tabakin, Town Manager

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

## ATTACHMENT A

### **SCOPE OF SERVICES / DELIVERABLES**

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#### **1. OBTAINING AND ANALYZING LOAD DATA**

The Consultant shall obtain and analyze the electrical load data for all consumers of electricity in the Town.

#### **2. PREPARATION AND ISSUANCE OF RFP'S FOR SUPPLY OF POWER**

The Consultant shall develop a Request for Proposals ("RFP") for power supply for review and approval by the Town. In general, the procurement document shall include several components:

1. a description of the load aggregation (potential size of the aggregated load, and the number of customers and/or accounts);
2. the services and features desired by the Town;
3. the qualification criteria required in order to have a bid considered;
4. the criteria used to select the supplier;
5. the essential provisions of the standard contract between the chosen supplier and the Town on behalf of participating eligible consumers; and
6. the term of service.

The Consultant shall assist the Town with the review and analysis of all responsive and responsible bids from suppliers, and shall be responsible for recommending the bid that is in the best interests of the Town and meets the goals of the Town's Municipal Aggregation Program. Bids from suppliers shall be evaluated based on price, the supplier's proposed contract terms and conditions, reputation of supplier, quality of supplier's service, extent to which service meets Town's needs, supplier's past relationship with the Town, and previous work experience with governmental agencies. The Consultant shall obtain and verify references for similar supply contracts, if available.

#### **3. BROKER SERVICES AND NEGOTIATIONS FOR SUPPLY CONTRACT**

The Consultant shall act as the Town's broker during the procurement process. The Consultant shall provide all technical services during the negotiations and term of any contract with prospective power suppliers.

#### **4. CUSTOMER ENROLLMENT / TRANSITION PROCESS**

After approval of the price and term of the agreement by the Town with a supplier, the Consultant shall take all measures necessary to effectuate the transfer of customer data from the local distributor to the new supplier. The Consultant shall also manage the customer enrollment and opt-out process.

The Consultant shall have established procedures to respond to:

1. consumer queries and problems;
2. power supplier problems;
3. Distribution Company problems; and
4. media queries.

## **5. PUBLIC EDUCATION**

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, including meetings with representative from the media. The Consultant shall prepare a recommended public education and information strategy to be used as part of the municipal aggregation program following commencement of the supply contract.

## **6. LEGAL ASSISTANCE**

The Consultant shall prepare all required filings for the Department of Energy Resources ("DOER"), the Department of Public Utilities ("DPU"), and any other state agency if applicable.

## **7. MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM**

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

1. monitoring and reporting on compliance by the supplier with all contract terms and conditions;
2. resolution of contract issues;
3. administration of the "opt-out" process for customers;
4. participation in negotiations with the competitive suppliers and the distribution company serving the Town relating to the Municipal Aggregation Program;
5. 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
6. routine updates and attendance at meetings with the Town officials, Board and Committees.

## **8. MAINTENANCE OF EFFORT**

After a contract is executed between the Town and an electricity supplier, the Consultant shall conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the Town's Municipal Aggregation Program.

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

1. supplier's compliance with all terms and conditions of contract;
2. contract issues and resolutions, if any;
3. whether supplier's contract milestones have been met;
4. administration/customer service, defaults, litigation and penalties, if any;
5. customer participation;
6. changes in the financial stability of the supplier, if any; and
7. changes in organizational structure of the supplier, if any.

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

1. assessment of achievement of contract milestones;
2. possible revision or upgrading of goals;
3. market assessment or new feasibility study if conditions in the service area or operations have changed significantly;
4. public process to affirm goals and evaluation;
5. bidding and negotiation process;
6. formulation of new contract; and
7. service transition process, if needed.



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# **TOWN OF GREAT BARRINGTON COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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### **PURPOSE OF THE AGGREGATION PLAN**

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

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of about 3,500 consumers. Furthermore, the Town seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate. The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

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# REQUIREMENTS FOR MUNICIPAL AGGREGATION

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

## **1 THE PROCESS OF MUNICIPAL AGGREGATION**

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

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Town Manager, Selectboard and Consumers
- 1.4 Vote on Plan by Selectboard
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Town Manager
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

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



## **2 GREAT BARRINGTON'S COMMUNITY CHOICE POWER SUPPLY PROGRAM**

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

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

### **2.1 ORGANIZATIONAL STRUCTURE**

The Town's government is led by a five person Selectboard. Daily operations are overseen by a Town Manager.

The Selectboard is composed of five members elected for three year terms. They meet on the second and fourth Monday of each month at 7:00 p.m. at Town Hall. They may also hold other meetings from time to time. The Selectboard acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Selectboard are set forth in the Town Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

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

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Selectboard who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the Town's Program in particular. And they can attend meetings to express their views.

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

### **2.2.2 Level Two: Selectboard**

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

### **2.2.3 Level Three: Town Manager**

The Town Manager carries out the collective decisions and instructions of the Selectboard and participating consumers.

### **2.2.4 Level Four: Consultant**

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

This administrative support includes:

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

### **2.2.5 Level Five: Competitive Suppliers**

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

## **2.3 OPERATIONS**

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

The goals of this Plan are as follows:

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

## **2.4 STAFFING AND MANPOWER**

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

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

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

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

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

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

### **3 FUNDING**

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

### **4 ACTIVATION AND TERMINATION**

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#### **4.1 ACTIVATION**

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

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

Each of these steps is described as follows:

#### **4.1.1 Approval of Plan by Department**

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

#### **4.1.2 Acceptance of ESAs by Selectboard and Town Manager**

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

#### **4.1.3 Signing of ESA by Selectboard and Town Manager**

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

#### **4.1.4 Notification of Enrollment for Eligible Consumers**

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

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

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

Prior to enrollment, this notification shall:

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

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

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

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

Day 33	Competitive Supplier completes EDI testing with NGRID
Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

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

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

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

#### **4.1.5 Notification of NGRID**

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

#### **4.1.6 Beginning of Opt-Out Period**

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



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

#### **4.1.7 Transfer of Participating Consumers to Competitive Supplier**

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

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

#### **4.2 TERMINATION**

The Program may be terminated in two ways:

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

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

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.



## **5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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

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

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

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

## **6 RATE SETTING, COSTS, AND BILLING**

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

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

### **6.1 RATE SETTING**

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

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

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

**6.2 COSTS**

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001/kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the Town may fund administration costs associated with Energy Management services, of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the Town.

**6.3 BILLING**

Participating consumer billing under the Town’s Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a “complete bill” from NGRID that incorporates the power supply charge and NGRID’s delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 500 kWh shows the following charges for NGRID’s Basic Service in November 2015:

For Customer With Monthly Usage of 500 kWh		

	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1)</b>		
Customer Charge		4.00
Distribution Charge	0.03977	19.89
Transition Charge	(0.00164)	(0.82)
Transmission Charge	0.02614	13.07
Energy Efficiency Charge	0.01624	8.12
Renewable Energy Charge	0.00050	0.25
Total Delivery Services		\$ 44.51
<b>Supplier Services Detail (Rate: Basic Service)</b>		
Generation Services Charge	0.13038	65.19
Total Supplier Services		\$ 65.19
<b>Average Bill Total</b>		
		\$ 109.70

Sources: [http://www.nationalgridus.com/masselectric/non\\_html/MA\\_Residential\\_Table.pdf](http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf)  
[http://www.nationalgridus.com/non\\_html/1115meco.pdf](http://www.nationalgridus.com/non_html/1115meco.pdf)

Accessed: November 1, 2015

## 7 UNIVERSAL ACCESS

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“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis”.

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

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

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

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

## **8 EQUITABLE TREATMENT OF RATEPAYERS**

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

## **9 RELIABILITY**

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

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID’s regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

## **10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **10.1 RIGHTS**

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

## **10.2 RESPONSIBILITIES**

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

## **11 BENEFITS OF MUNICIPAL AGGREGATION**

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

### **11.1 PARTICIPATION IN COMPETITIVE MARKET**

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

### **11.2 SELECTION OF ALTERNATE SUPPLIER**

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

### **11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

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

#### **11.4 OTHER PROTECTIONS**

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

### **12 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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