

Memorandum of Understanding
between the
Rockingham Planning Commission
and the
Town/School District of _____

THIS MEMORANDUM OF UNDERSTANDING entered into this _____ day of _____, 2019 ("Effective Date"), by and between the Town/School District of _____ (hereinafter referred to as "Contracting Entity") and Rockingham Planning Commission (hereinafter referred to as "RPC").

WHEREAS many of the municipalities and school districts in the Rockingham Planning Commission Region are seeking ways to reduce their budgets and operating costs;

WHEREAS, switching to a competitive electricity supplier can result in reduced electricity rates and a decrease in operating costs for municipalities and school districts;

WHEREAS, the RPC desires to assist municipalities and school districts in the Region to obtain the most competitive pricing and contract terms for electricity supply;

WHEREAS, the RPC is a registered aggregator with the NH Public Utilities Commission and has retained staff with experience in administering similar electricity purchasing aggregations;

NOW, THEREFORE, RPC has developed a process for aggregating electricity loads throughout the Region and competitively bidding on the supply of electricity for the aggregation, based upon the expressed interests and needs of our member communities and their school districts.

1.0 Scope of Performance by Rockingham Planning Commission

Specifically, the RPC shall perform the following tasks on behalf of the Contracting Entity:

1.1 RFP Development and Issuance

RPC will work with Hill Energy Services LLC to develop and issue a Request for Proposals (RFP) to seek qualified and experienced firms to supply electricity for all members of the aggregation. The RFP will be issued to all competitive electricity suppliers registered with the NH Public Utilities Commission. The following tasks are anticipated:

Task 1—RPC summarizes electricity account data for all contracting entities signing this MOU.

Task 2—RPC works with Hill Energy Services LLC to develop a RFP for electricity supply.

Task 3—RPC issues RFP to all competitive electricity suppliers registered with the NH Public Utilities Commission.

Task 4—RPC answers questions and provides additional account information as requested by bidders.

1.2 Supplier Selection and Contract Negotiation

RPC and Hill Energy Services LLC will evaluate bids and make a recommendation to contracting entities about the most competitive bidder. RPC and Hill Energy Services will serve as liaisons for contract negotiations between winning bidder and contracting entities. Attorney Christopher Drescher will provide legal review of the standard contract and the negotiated contract from the selected bidder. The following tasks are anticipated:

Task 5—RPC coordinates contract negotiations between winning bidder and contracting entities.

Task 6—RPC coordinates legal review of contracts with Attorney Christopher Drescher.

Task 7—RPC requests updated pricing from winning bidder and assists contracting entities in executing their contracts.

1.3 New Supplier Transition

RPC will assist all contracting entities that execute a contract with the winning bidder selected through this aggregation process in the transition to that new electricity supplier. The following task is anticipated:

Task 8—RPC assists contracting entities that have executed a new contract with the winning bidder through this aggregation with any customer service issues that arise with the new supplier.

1.4 Limitations

This Agreement does not authorize RPC to enter into any supply agreement on behalf of the contracting entity. Any supply agreement shall be between the contracting entity and a supplier. The contracting entity has sole discretion to determine whether to execute a contract with an electricity supplier.

The contracting entity understands and acknowledges that RPC is not a generator, transmitter, or distributor of energy, and that RPC assumes no responsibility under this Agreement or otherwise for the provision of energy or energy services or for the performance of the terms of any contract entered into between the contracting entity and any supplier or distributor of energy.

2.0 Scope of Performance by Contracting Entities

2.1 The Contracting Entity shall perform the following tasks:

Task 1—upon signing this MOU, assign a contact person within the contracting entity to work directly with RPC on the following tasks.

Task 2—provide RPC with a complete list of all electricity account numbers to be included in the RFP

Task 3—confirm electricity account accuracy at the outset of the data collection process and again prior to executing the electricity supply contract.

Task 4—grant RPC permission to access the contracting entity's electricity accounts electronically through the default utility website as available and needed throughout the terms of this agreement in order to obtain timely account information.

Task 5—provide RPC with 12 months of electricity bills for all accounts that cannot be accessed electronically.

Task 6—work with RPC to sign data release forms and provide additional account information as requested by bidders.

Task 7—terminate present electricity supply contract at the end of the current contract period according to the details of the contract.

Task 8—thoroughly document any customer service issues arising from the competitive electricity supplier selected through this aggregation and report them to RPC in a timely manner.

3.0 Aggregation Governing Rules

3.1 Exclusive Agreement

RPC will be the exclusive agent for all electricity accounts serving the contracting entity's facilities. The contracting entity grants to RPC the exclusive right to solicit electricity supply pricing and bids on behalf of the contracting entity. The contracting entity will refer any utility suppliers, brokers, or aggregators who may solicit the contracting entity to RPC in its capacity as the contracting entity's exclusive consultant for such matters.

If the contracting entity is currently entered into a signed agreement giving a supplier, broker, or aggregator the exclusive right to provide the contracting entity with electricity pricing and/or access its billing data, that agreement must be rescinded prior to signing this Agreement.

3.2 Costs

RPC will be responsible for all costs incurred by RPC staff time, Hill Energy Services, and Attorney Christopher Drescher. Any additional costs, expenses or liability to any parties caused or arising out of this Agreement, its implementation, amendment or expansion, shall be borne by each party separately and individually and no party shall be liable or obligated to the other for any such cost, expense or liability unless agreed to in advance in writing.

3.3 Supplier Selection Procedures

A summary and evaluation of the bids that are submitted through the RFP process will be presented to the contracting entities on September 11, 2019. After comparing the proposals, contracting entities will vote on the winning bidder. Each contracting entity may cast 1 vote. The winning bidder must receive 2/3 of the vote.

4.0 Term

4.1 The Term of this Agreement shall begin on the Effective Date and shall end on December 31, 2019. Either party may terminate this agreement in writing, at any time by giving thirty (30) days written notice. However, if the contracting entity terminates this Agreement it remains responsible for its financial obligations outlined in Section 3.2.

5.0 Termination

5.1 This Agreement may be terminated by the parties hereto under the following circumstances:

- a. The mutual written agreement of the parties;
- b. Automatically by the petition by one of the parties for bankruptcy or reorganization under bankruptcy laws or any assignment for the benefit of creditors;
- c. By one party if the other party commits a material breach or is in default of the provisions hereof, which material breaches and events of default shall include: (i) failure to perform agreed upon services or work, (ii) failure to pay promptly any amounts which may be owed by one party to the other.
- d. As provided for in Section 4.

- 5.2 Upon a material breach or default of the provisions as provided herein, the injured party may give written notice to the party in breach or default of intent to terminate this Agreement, specifying the breach or default, and if the breach or default is not cured within thirty (30) days after giving such notice, then the injured party may terminate this Agreement forthwith by written notice to such effect to the breaching or defaulting party.
- 5.3 Upon the termination of this Agreement, the parties shall continue to be obligated to divide and pay all commissions and fees accrued to the date mutually agreed by the parties even though it may be later than the date of termination in accordance with the terms of this Agreement.

6.0 Assignment

- 6.1 This Agreement, and the rights and obligations of the parties hereunder, may not be assigned to any other party, without the express prior written agreement of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of the parties hereto.

7.0 Entire Agreement

- 7.1 This Agreement represents the entire agreement of the parties hereto, and all previous agreements, whether oral or written, are expressly superseded hereby and merged herein.

Memorandum of Understanding
Competitive Electricity Supply Aggregation

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date first above written.

TOWN/SCHOOL DISTRICT OF _____

ROCKINGHAM PLANNING COMMISSION

By: _____
Authorized Representative

By: _____
Tim Roache, Executive Director

Date: _____

Date: _____

PRIMARY CONTACT (per Section 2.1, Task 1)

Name: _____

Title: _____

Email: _____

Phone: _____

Please return signed MOU by April 26, 2019 to:

Tim Roache, Executive Director
Rockingham Planning Commission
156 Water Street
Exeter, NH 03833