



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: December 10, 2018

TIME: 6:30pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

REQUESTED BY: Kristen L. Forsberg

Agenda packet can be found at www.leicesterma.org/bos

This is a listing of matters anticipated for discussion; not all items may be discussed, and other items not listed may be brought up for discussion to the extent permitted by law

PLEASE NOTE: SELECT BOARD MEETINGS ARE RECORDED BY LCAC; ANY MEMBER OF THE PUBLIC RECORDING THE MEETING MUST NOTIFY THE CHAIR PRIOR TO RECORDING

CALL TO ORDER/OPENING

1. EXECUTIVE SESSION

- a. Exceptions 3 & 7 – Discuss strategy with respect to litigation (BSI Litigation); meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985
- a. Exceptions 2 & 3 - Meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(2), (3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss strategy in preparation for negotiations with nonunion personnel (Senior Center Director, Interim Police Chief and to discuss strategy with respect to collective bargaining (Interim Police Lieutenant)

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Student Liaison Reports
- b. Select Board Reports
- c. Town Administrator Report

4. RESIGNATIONS/APPOINTMENTS

- a. Part Time Custodian - Karl Solomon

5. OTHER BUSINESS

- a. Library Expansion & Renovation Project Update
- b. Noreastern Remedies – Presentation and Host Community Agreement discussion
- c. Municipal Energy Aggregation Plan Adoption
- d. Traffic Control Update - 1764 Main Street (Cultivate Recreational Marijuana Sales)
- e. Senior Center Director Contract
- f. Interim Police Chief & Interim Police Lieutenant Discussion
- g. Davis Auto Motor Vehicle Repair License - Change of Address to 1655 Main Street
- h. FY19 License Renewals

Liquor, Vets Club	Cherry Valley Legion Post #443	167 Main Street
Liquor, Vets Club	Shannon-Davis Legion Post #205	171 River Street
Liquor, Club	Knights of Columbus #4528	91 Mannville Street
Liquor, Club	Leicester Rod & Gun Club Inc	1015 Whittemore Street
Liquor, Package	Jan's Package Store	385 Main Street
Liquor, Package	Leicester Package Store	869 Main Street
Liquor, Package	Harshtej Inc.	1044 Main Street
Liquor, Package	She Crystal Inc	875 Pleasant Street
Wine/Malt, Package	Saint Antony Inc.	1060 Main Street
Liquor, Restaurant	Castle Restaurant Inc	1230 Main Street
Liquor, Restaurant	Leicester Golf Management LLC	1430 Main Street
Liquor, Restaurant	Barbers Crossing Inc	861 Main Street
Liquor, Restaurant	Eller's	190 Main Street
Liquor, Restaurant	Hilltop Management CC LLC	325 Pleasant Street
Wine/Malt, Restaurant	Northeast Pizza	1205 Main Street
Liquor, Restaurant	Eastern Pearl LLC	1060 Main Street
Liquor, Club	Fraternal Order of Eagles Leic./Spencer	850 Main Street
CL 2	A-C Used Cars & Trucks	719-721 Pleasant St
MV	Anderson, Ronald O.	125 Green Street
CL 2	Blue Collar Vintage Salvage	468 Auburn Street
CL 3	Blue Collar Vintage Salvage	468 Auburn Street
MV	Breezy Bend RV Center Inc	1655 Main Street
AB	Buckley Auto Body	22 Mill Street
CL 2	Buckley Auto Body	22 Mill Street
MV	Buckley Auto Body	22 Mill Street
AB	Classic Automotive Inc	1323 Main Street
CL 2	Classic Automotive Inc	1323 Main Street
MV	Classic Automotive Inc	1323 Main Street
Rental	Classic Automotive Inc	1323 Main Street
AB	Coderre Auto	81 Huntoon Memorial Hwy
CL 2	Coderre Auto	81 Huntoon Memorial Hwy
CL 2	Convenient Auto Repair & Sales	1135A Stafford Street
MV	Convenient Auto Repair & Sales	1135A Stafford Street
CL 2	C. Siwek Auto	350 Marshall Street
MV	Davis Auto Repair, Inc.	1655 Main Street
AB	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
CL 2	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
MV	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
MV	Desmarais Auto Repair	1067 Stafford Street
AB	Entwistle's Garage	800 Main Street
CL 2	Entwistle's Garage	800 Main Street
MV	Entwistle's Garage	800 Main Street
CL 2	Ernie's Cars	515 & 517 Main Street
CL 2	G & L Auto Sales	449 Main Street
MV	Mac's Auto Repair	490 Main Street

AB	Prestige Auto Center Inc.	200 South Main Street
CL 2	Prestige Auto Center Inc.	200 South Main Street
MV	Prestige Auto Center Inc.	200 South Main Street
MV	Raul's Automotive	81 South Main Street
CL 2	Raul's Automotive	81 South Main Street
CL 3	Warren's Auto Wrecking Inc	20 Pryor Road
MV	Worcester County Welding	101 Huntoon Memorial Hwy
MV	Wal-Mart Superstore #3409	20 Soojian Drive
CL 2	Route 9 Auto Group	1323 Main Street
Common Vic & Gen Ent	Barbers Crossing Inc	861 Main Street
Common Vic	Bill's Pizza & Restaurant	1141 Stafford Street
BYOB	Bill's Pizza & Restaurant (TIPS training 1 st)	1141 Stafford Street
Junk Dealer	Blue Collar Vintage Salvage	468 Auburn Street
Common Vic	Buddy's Spa	1080 Stafford Street
Common Vic	Castle Restaurant	1230 Main Street
Common Vic	Cheoy Lee's III/Jade Fun Inc.	1205 Main Street
Common Vic	Compass Group USA Chartwells @ Becker	964 Main Street
Common Vic	Cherry Valley Legion Post #443	167 Main Street
General Ent	Cherry Valley Legion Post #443	167 Main Street
Games	Cherry Valley Legion Post #443	167 Main Street
Sunday Ent	Cherry Valley Legion Post #443	167 Main Street
Common Vic	Leicester Donuts, Inc. (Dunkin Donuts)	1081 Main Street
Common Vic	Ellers	190 Main Street
Common Vic	Fraternal Order of Eagles Leic./Spencer	850 Main Street
Common Vic	Gigueres	148 Main Street
Xmas Tree	George MacDougall	449 Main Street
Common Vic	Hillcrest Country Club	325 Pleasant Street
General Ent	Hillcrest Country Club	325 Pleasant Street
Games	Hillcrest Country Club	325 Pleasant Street
Common Vic	Hot Dog Annie's	244 Paxton Street
Common Vic	Leicester Country Club Inc.	1430 Main Street
General Ent	Leicester Country Club Inc	1430 Main Street
Sunday Ent	Leicester Country Club Inc	1430 Main Street
Common Vic & Gen Ent	Leicester Rod & Gun Club, Inc.	1015 Whittemore Street
Common Vic & Gen Ent	Karol's Korner	610 Pleasant Street
BYOB	Karol's Korner (TIPS Training 1 st)	610 Pleasant Street
Common Vic & Gen Ent	Knights of Columbus	91 Mannville Street
General Ent & Games	Walmart	20 Soojian Drive
Common Vic & Games	Northeast Pizza	1205 Main Street
Common Vic, Gen Ent & Games	Shannon-Davis Legion Post #205	171 River Street
Common Vic	Subway of Leicester	1199 Main Street
Common Vic	Shri Vishnu Inc. - DBA Subway	20 Soojian Drive
Xmas Tree	Tatnuck Driving Range	55 Marshall Street

- i. Select Board License Fees
- j. 2017 CDBG Grant Transfer of Funds (Housing Rehab, Town Hall Accessibility Project)
- k. Weight Restriction - Auburn Street Bridge
- l. Senior Center Donation - Camosse Family
- m. Open Meeting Law Violation Complaint - Select Board Meeting 11/19/18
- n. Open Meeting Law Violation Complaint - Select Board Meeting 11/26/18

6. MINUTES

- a. November 19, 2018
- b. November 26, 2018

ADJOURN

Executive Session Motion

Board Member 1

I move to go into Executive Session under MGL Chapter 30A, Section 21(a) under

- Exceptions 3 & 7 To discuss strategy with respect to litigation (BSI Litigation); meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss pending litigation in the case of BSI v. Town of Leicester, Civil Action No. 1885CV00985; and
- Exceptions 2 & 3 For a meeting with Town Counsel pursuant to G.L. c. 30A, §21(a)(2), (3) and (7) and Suffolk Construction v. DCAM, 449 Mass. 444 (2007) to discuss strategy in preparation for negotiations with nonunion personnel (Senior Center Director, Interim Police Chief and to discuss strategy with respect to collective bargaining (Interim Police Lieutenant)

The Board will reconvene in open session only for the purpose of adjournment.

Board Member 2

Second

Chairperson

To discuss these matters in open session would compromise the position of the Town, the Chair so declares.

VOTE BY ROLL CALL



Town of Leicester OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

December 6, 2018

To: Select Board
From: David Genereux, Town Administrator

RE: Town Administrator's report

The following is a report on the general activities of the Town Administrator through December 6, 2018.

Citizen issues: Topics discussed with various citizens

- Received the email below from a grateful resident:

The call was handled by Officer Charles Larson, Officer John Caforio and Detective Timothy Fontaine.

I want to thank the officers that responded to a vehicle accident on the corner of Route 56 and Marshall Street. Not only was it a holiday, but it was soooo bitter cold!! The officers' were amazing and their concern for all involved was genuine. There were also a couple of passing motorists who stopped to assist us and aide other passers-by. If these people are known to the responding officers, I kindly ask that they forward a huge thank you to them for all that they did. My 4 year old granddaughter was in the back seat, in her car seat. She wasn't hurt but was very frightened. The officers made her feel safe and protected. I appreciate them making sure she was okay. The town of Leicester is lucky to have these officers on the force.

- Handled calls from residents, and other towns regarding Cultivate.

Meetings:

- Attended Town Hall Building meeting
- Attended Leicester Open For Business meeting
- Attended Emergency Select Board/Planning meeting
- Attended COA meeting
- Attended Cultivate Community Outreach meeting

Activities:

- Tax Recap sheet completed; tax rate approved
- Commenced work on two Open Meeting Law Complaints
- Began assembly of Public Records Request
- Gave numerous interviews regarding Cultivate traffic and revenue matters
- Discussed wetlands complaint with DEP
- Started FY 2020 budget document assembly
- Discussed water/sewer infrastructure study with Senator Moore
- Called Mary Jude Pigsley at DEP

Please feel free to contact me with any questions or concerns.

Open PCOs							11/30/2018
PCO#	ReTitle	Date Initiated	PCO Amount	Change Event Type	Proposed Amount - CO	CO's Amount-Signed	LPA Comments/Status
	POTENTIAL EXPENDITURES - CHANGES IN PROCESS				Exposure		
tbd	Roof edge ice melt system			Owner Request	\$0.00		Reduced to circuit only, if add system, could be 20-50 k\$
	Glass repairs -additional work				\$15,000.00		CVV/DAS Provide
	Wood refinish at sills, some Jambs				\$7,500.00		CVV/DAS Provide
tbd	Terrazzo Floor Conditions, Required modifications			Existing Conditions	\$15,000.00		CVV court -design/owners input
65	Credit water connection base contract				-\$5,000.00		CVV /DAS,
	West Chimney work			Existing Conditions	\$5,000.00		CVV Reviewing total area, adjustments
							CVV to review and advise for meeting 11/14/18
							To review w/ the committee for meeting 11/14/18
							bookmark only as potential
	Other coordination-items contingency				\$40,000.00		Placeholder
				TOTAL	\$77,500.00		
	PROPOSED CHANGE ORDERS FROM THE CONTRACTOR/SUMMARY CO'S				ACTIONS		
PCO %	Description	Date Initiated	PCO Amount	Change Event Type	CO #	CO's Amount-Proposed	
117	Temporary propane	11/29/2018	\$6,483.87	Existing Conditions	Prop CO # 14	\$6,483.87	11/14/18 Approved by Building Com'-Select bd
116	Revised Snow guard modifications	11/8/2018	\$24,878.34	Owner/Arch Scope	Prop CO # 14	\$20,000.00	Voted 11/14 building committee, NTE, omit protection cost, overlap w/ contract work w/ Lift
115	Additional SL4E fixture at opening 25	11/5/2018	\$1,927.51	Scope -MEP/Arch	Prop CO # 14	\$1,927.51	11/14/18 Approved by Building Com'-Select bd
114	Exterior SL4E change	11/5/2018	\$1,912.01	Scope -MEP/Arch	Prop CO # 14	\$1,912.01	11/14/18 Approved by Building Com'-Select bd
113	Radiant panels modifications	11/5/2018	\$93.12	Existing Conditions	Prop CO # 14	\$93.12	11/14/18 Approved by Building Com'-Select bd
112	Concrete infill removal in Rooms 107, 108, 109	11/5/2018	\$3,566.60	Existing Conditions	Prop CO # 14		11/14/18 Approved by Building Com'-Select bd
111	Change locking function at various doors	11/5/2018	\$4,782.50	Owner/Arch Scope	Prop CO # 14	\$4,782.50	11/14/18 Approved by Building Com'-Select bd
110	Trim change to Door 111	11/5/2018	\$564.17	Owner	Prop CO # 14	\$564.17	11/14/18 Approved by Building Com'-Select bd
109	Added exit device to X101	11/5/2018	\$908.08	Owner	Prop CO # 14	\$908.08	11/14/18 Approved by Building Com'-Select bd
108	Door cover plates	11/5/2018	\$1,194.62	Existing Conditions	Prop CO # 14	\$1,194.62	11/14/18 Approved by Building Com'-Select bd
107	Drop plates for door closures	11/5/2018	\$347.04	Existing Conditions	Prop CO # 14	\$347.04	11/14/18 Approved by Building Com'-Select bd
106	Main Street concrete sidewalk	10/26/2018	\$17,761.93	Existing Conditions	Prop CO # 14	\$17,761.93	11/14/18 Approved by Building Com'-Select bd
105	Green exterior paint for PVC	10/18/2018	\$442.60	Scope -Arch	Prop CO # 14	\$442.60	11/14/18 Approved by Building Com'-Select bd
104	Pendant fixture change	10/18/2018	\$2,584.76	Scope -MEP/Arch	Prop CO # 14	\$1,500.00	11/14/18 Approved by Building Committee as not to exceed, select different fixture
103	Keyed access elevator 2nd floor	10/18/2018	\$1,659.74	Owner	Prop CO # 14	\$1,659.74	11/14/18 Approved by Building Com't NTE
102	Dorma Door Alarm	10/17/2018	\$1,861.21	Owner			

Leicester Public Library
CHANGE ORDER SUMMARY

11/30/2018

PCO#	Re	Title	Date Initiated	PCO Amount	Change Event Type	Proposed Amount - CO	CO's Amount-Signed	LPA Comments/Status
101		Electrical modifications for radiant panels	10/12/2018	\$708.15	Existing Conditions	CO #13	\$708.15	
100		Security wiring doors XG01 and 102	10/3/2018	\$5,481.55	Owner	CO #13	\$5,481.55	
99		Meeting Room Carpet to Linoleum	10/3/2018	\$2,852.86	Owner	CO #13	\$2,852.86	
98		Revised UPS for elevator exhaust	9/24/2018	\$2,779.50		VOID		
97		Waterproof membrane in toilet rooms	9/18/2018	\$4,296.58		REJECTED		CVV -Rejected
96		Wall tile issues	9/18/2018	\$2,230.02		REJECTED		CVV -Rejected
95		Roof brackets and planks on slate roof for masonry	9/12/2018	\$4,160.26		REJECTED		CVV -Rejected
94		CE #121 UPS for elevator exhaust	9/5/2018	\$2,114.78	Scope -MEP/Arch	CO #12	\$2,114.78	
93		CE #124 Radiant panel work in 012, 004, and 105	9/4/2018	\$11,470.29	Ex Conditions/Scope MEP			CVV -Requested DAS to revise- less scope
92		CE #125 Abutters property improvements	8/30/2018	\$16,111.00	Owner/MOU Agreement	CO #12	\$16,111.00	due to scope, schedule
91		CE #123 Unit price plaster repairs Stair ST-EX	8/29/2018	\$1,680.00	Existing Conditions	CO #12	\$1,680.00	unit cost in contract at 30 \$/sf
90		CE #122 Unit price plaster repairs 1st floor	8/29/2018	\$3,930.00	Existing Conditions	CO #12	\$3,930.00	unit cost in contract at 30 \$/sf
89		CE #120 Revised elevator wrap proposal	8/17/2018	\$2,276.05	MEP/Arch	CO #12	\$2,276.05	
88		CE #094 Floor finish in meeting room from carpet to VCT	8/14/2018	(\$40.45)	Owner Request	VOID		CVV/LPA Linoleum was requested DAS to price
87		CE #119 Interior ground floor painting	8/13/2018	\$15,312.64	Ex Cond/ Owner Request	CO #11	\$15,312.64	
86		CE #114 Snow guard modifications	8/13/2018	\$26,193.94	Recommendation	VOID		Void see PCO 116
85		CE #118 Boots for pipe penetrations through roof	8/13/2018	\$4,287.65	MEP/Arch	CO #11	\$4,287.65	
84		CE #117 DCVA required by LWDS	8/7/2018	\$1,722.80	LWSD Request	CO #11	\$1,722.80	
83		CE #116 Reverse the swing of Door 211	8/7/2018	\$1,783.30	Arch	CO #11	\$1,783.30	
82		CE #109 Unit Price Plaster Repairs-2nd Floor	7/18/2018	\$12,090.00	Existing Conditions	CO #10	\$12,090.00	unit cost in contract at 30 \$/sf
81		CE #108 Sewer Revisions-DI	7/16/2018	\$1,106.49		VOID	0	not needed
80		CE #106 Sewer Cleanout	7/9/2018	\$1,659.74	LWSD Request	CO #10	\$1,659.74	
79		CE #105 Sewer Revisions-DI	7/9/2018	\$18,810.33		VOID	0	void
78		CE #104 Sewer Revisions-PVC	7/9/2018	\$17,703.84	LWSD Request	CO #10	\$17,703.84	
77		CE #103 Fence credit	6/27/2018	(\$2,000.00)	Abutter agreement	CO #9	(\$2,000.00)	
76		CE #102 Added stone drip	6/25/2018	\$1,095.43		VOID	0	CVV Do not need
75 2		CE #112 Site drainage changes - 1 cleanout	7/20/2018	\$6,578.64	MEP	CO #10	\$6,578.64	
75 1		CE #111 Site drainage changes - 2 cleanouts	7/20/2018	\$7,217.63		VOID	0	void see above
75		CE #101 Site drainage changes	6/25/2018	\$8,495.63		VOID	0	void see above
74 2		CE #100 Sidewalk east elevation	6/25/2018	\$11,012.89	Dispute-ownership	VOID		Closed
73 1		CE #099 Site changes - parking lot revisions	6/23/2018	\$3,168.38	Owner (Fire Dept)request	CO #10	\$3,168.38	
72		CE #098 Boots for pipe penetrations through roof	6/23/2018	\$5,975.05	Arch/MEP	VOID		Void see # 85
71		CE #097 Wrap on elevator exhaust duct-2 layers	6/21/2018	\$4,259.99		VOID		void do one layer
70		CE #096 Wrap on elevator exhaust duct-1 layer	6/21/2018	\$2,428.19	MEP	VOID		Void see above
69		CE #095 Lighting revisions from RFI #48	6/21/2018	\$1,925.29	Arch/MEP	CO #10	\$1,925.29	
68		CE #093 Additional Access Panel in Room 205	6/4/2018	\$522.86	Existing Conditions	CO #9	\$522.86	
67		CE #092 Fur out wall in Room 106	5/30/2018	\$1,019.52	Existing Conditions	CO #9	\$1,019.52	
66		CE #090 Added control dampers	5/14/2018	\$4,296.50	MEP/Arch	CO #11	\$4,296.50	
65		CE #089 Concrete pan at stair ST-1	5/7/2018	\$5,414.89	Arch	CO #9	\$5,414.89	
64		CE #088 Water line revisions without hydrant	5/1/2018	\$63,189.43		VOID	\$0.00	
64 1		CE #088 Water line revisions without hydrant	5/1/2018	\$67,394.09	Existing Conditions	CO #8	\$67,394.09	credit due back ca 5k. Signed PCO received
63		CE #087 Water line revisions with hydrant \$ 69,019.53	5/1/2018	\$69,019.53		VOID		difference -hydrant only
63 1		CE #087 Water line revisions with hydrant \$ 73,224 total	5/1/2018	\$5,830.00		VOID		difference -hydrant only

Leicester Public Library
CHANGE ORDER SUMMARY

11/30/2018

PCO#	Re	Title	Date Initiated	PCO Amount	Change Event Type	Proposed Amount - CO	CO's Amount-Signed	LPA Comments/Status
62		CE #086 Lighting Revisions RFI 48 - VOID SEE #069	5/1/2018	\$8,730.21		VOID	\$0.00	SEE#69
61	1	Sewer line Extension	6/13/2018	\$16,000.00		VOID		adjustment rec'd see above \$
61		CE #081 Sewer Connection	4/27/2018	\$35,059.14		VOID		20 K Authorized,-see # 80 & # 78
		Credit -w/ no SMH		(\$10,000.00)		VOID		
60		CE #082 for the stud backup	4/19/2018	\$2,275.26	Scope -Arch	CO #7	\$2,275.26	
59		CE # 084 Ledge Removal at detention System	4/13/2018	\$6,085.70	Existing Conditions	CO #7	\$6,085.70	
58		CE #080 Ground floor windows - Marvin Option	4/5/2018	\$4,702.52	Existing Conditions	CO #8	\$4,702.52	
57		CE #075 Delete tamper proof receptacle in Vestibule 101	4/2/2018	(\$186.09)	Design Change/Coord'n	CO #7	(\$186.09)	
56		CE #079 Additional materials at catwalk	3/30/2018	\$591.39	Scope -Arch	CO #7	\$591.39	
55		CE # 077 Vent piping through roof existing building	3/28/2018	\$2,450.23	Existing Conditions	CO #7	\$2,450.23	
54		CE # 076 Rock Removal at detention System	3/27/2018	\$580.91	Existing Conditions	CO #6	\$580.91	
53		CE #073 Wiring for Branch Controllers	3/23/2018	\$549.93	Scope -MEP	CO #6	\$549.93	
52		CE #069 Delete (2) SL4A fixtures and direction on pendant	3/23/2018	(\$950.58)	Design Change	CO #7	(\$950.58)	
51		CE #068 Additional scope at underpinning locations	3/13/2018	\$6,362.21	Existing Conditions	CO #6	\$6,362.21	
50		CE #067 Supply piping to P-3 sink in 117	3/12/2018	\$1,772.60	Scope-MEP	CO #7	\$1,062.23	
49		CE #066 Sprinkler Modifications	3/9/2018	\$1,514.64	Design Change/Coord'n	CO #6	\$1,514.64	
48		CE #063 Gas Piping Changes	2/27/2018	\$4,586.40	Scope -MEP	CO #7	\$4,518.78	
47		CE #062 Plasma cut steel	2/22/2018	\$4,979.21		VOID	\$0	alternatives discussed , and implemented
46		CE #051 Interior ground floor painting, includes masonry infilling	2/16/2018	\$18,300.16	Existing Conditions	VOID		See PCO 87
45		CE #061 Exterior caulking removal and paint chip disposal	2/13/2018	\$26,887.71	Existing Conditions	CO #5	\$26,887.71	
44		CE #060, CE #115 Lightweight slab and rock removal existing building	2/12/2018	\$20,798.47	Existing Conditions	CO #10	\$6,635.40	In end approved at a lower amount
43		CE #056 Unit Heater Changes	2/7/2018	(\$1,713.69)	Design Change/Coord'n	CO #5	(\$1,713.69)	
42		CE #059 DCU's Console Units	2/7/2018	\$3,446.94	Design Change/Coord'n	CO #5	\$3,446.94	
41		CE #058 Remove terracotta tile in friends storage	2/7/2018	\$1,757.57	Existing Conditions	CO #5	\$1,757.57	
40		CE #057 Cut and cap drain line	1/30/2018	\$924.43	Existing Conditions	CO #5	\$924.43	
39		CE #054 Rigid insulation at yard storage	1/29/2018	\$376.65	Scope-Arch	CO #5	\$376.65	
38		CE #053 Fur down ceiling Computers 107 space	1/26/2018	\$3,500.00	Existing Conditions	CO #9	\$3,500.00	
37		CE #052 Deck shelf angle in existing building	1/25/2018	\$955.84	Existing Conditions	CO #5	\$995.84	
36		CE # 047 Exposed piping in meeting room 003	1/2/2018	\$844.27	Design Change/Coord'n	VOID		
35		CE #046 Nov-December Rock Removal	12/26/2017	\$1,107.60	Existing Conditions	CO #5	\$1,107.60	
34		CE #045 Louver Changes	12/26/2017	\$1,132.49	Scope -Arch	CO #5	\$1,132.49	
33	0	Delete Barrier one	12/5/2017	(\$4,224.78)	Design Change	CO #5	(\$4,224.78)	
32	0	Transite Sewer Piping	11/14/2017	(\$20,118.00)	Existing Conditions	CO #4	(\$20,118.00)	
31	0	Ceiling in Meeting 003	11/13/2017	(\$298.91)	Coordination	CO #4	(\$298.91)	
30	0	Additional Concrete Work East Retaining Wall	11/7/2017	\$10,979.70	Owner Change	CO #4	\$10,979.70	
29	0	Add Footing Drain East Side	11/6/2017	\$11,773.31	Scope -Civil	VOID	\$0.00	
28	0	Storm Window Modifications	11/2/2017	(\$8,701.04)	Owner Change-Credit	CO #4	(\$8,701.04)	
27	0	(3) Roof Valleys & Cut Reglet at Parapet	10/31/2017	\$17,703.84	Existing Conditions	CO #4	\$12,835.28	
26	0	Delete Inspection Risers at Subsurface Detention Area	10/25/2017	(\$2,497.37)	Design Change	VOID	\$0.00	
25	0	Unit Price Rock Removal 10/13	10/16/2017	\$1,095.43	Existing Conditions	CO #3	\$1,095.43	
24	2	Unit Price Rock Removal 10/4 & 10/5	10/10/2017	\$5,963.98	Existing Conditions	CO #3	\$5,963.98	
23	0	Unit Price Rock Removal Elevator Shaft	10/9/2017	\$3,407.99	Existing Conditions	CO #3	\$3,407.99	
22	0	Support Wall	10/6/2017	\$22,517.07	Existing Conditions	VOID		Arch -Rejected as submitted -SEE REVISED # 51

PCO#	Re	Title	Date Initiated	PCO Amount	Change Event Type	Proposed Amount - CO	CO's Amount-Signed	LPA Comments/Status
21	0	Roofing Valley Work - South East Valley	10/3/2017	\$7,615.29	Existing Conditions	CO #4	\$7,615.29	
20	0	Unit Price Rock Removal - 100 CY Placeholder	10/2/2017		Existing Conditions	VOID		Void Closed
19	0	Unit Price Boulder Unearthed on 9-28-17	10/2/2017	\$243.43	Existing Conditions	CO #3	\$243.43	
18	0	Plumbing Wall in Room 012	9/29/2017	\$1,442.87	Coordination	CO #9	\$1,442.87	
17	0	Window Caulking Replacement	9/28/2017	\$8,896.18	Existing Conditions	CO #7	\$8,896.18	
16	0	Boulder Removal from 9-26-17	9/27/2017	\$8,896.18	Existing Conditions	CO #3	\$1,156.28	
15	0	Unit Price Boulder Removal	9/25/2017	\$973.71	Existing Conditions	CO #2	\$973.71	
14	0	Abatement Credit for Insulation and Fire Door	9/22/2017	(\$3,118.29)	Existing Conditions	CO #2	(\$3,118.29)	
13	0	Window Caulking Removal	9/28/2017	\$32,420.16	Existing Conditions	VOID		Owner to solicit 3 prices-VOID -SEE PCO # 40
12	0	Topo Adjustment	9/19/2017	\$8,685.95	Existing Conditions	REJECTED	\$0.00	CVV Reviewed Rejected
11	0	On Site Material Backfill East West and North Retaining Wall	9/19/2017	\$11,562.82	Owner Change	CO #4	\$10,290.36	
10	2	Additional Excavation at East Retaining Wall	9/19/2017	\$2,207.45	Owner Change	CO #4	\$2,207.45	
9	0	Additional Excavation at North Retaining Wall	9/19/2017	\$1,419.07	Owner Change	CO #4	\$946.05	
8	0	Additional Excavation at West Retaining Wall	9/19/2017	\$3,742.15	Owner Change	CO #4	\$3,742.15	
7	0	Boulder Removal - Unit Price	8/30/2017	\$5,000.00	Existing Conditions	VOID		
6	1	Boulder Removal	8/18/2017	\$3,872.72	Existing Conditions	CO #2	\$3,983.36	
5	0	Retaining Wall East Side	8/11/2017	\$45,782.13	Owner Change	VOID		
4	0	Additional Concrete Scope at North and West Retaining Wall	8/11/2017	\$12,945.38	Owner Change	CO #1	\$12,945.38	
3	1	Unit Price Removal and Replacement of Unsuitable Soil CCD#1	8/3/2017	\$28,069.93	Existing Conditions	CO #1	\$28,069.93	
2	0	Unit Price Unsuitable Soil Removal & Replacement with Structural Fill	7/26/2017	\$20,641.07	Existing Conditions	VOID	\$0.00	
1	0	Additional Abatement - Floor Tiles Mastic and Glue Daubs	7/25/2017	\$9,536.54	Existing Conditions	CO #1	\$9,536.54	
					Total CO's		\$402,090.13	
					Total open PCO			
		Total submitted and approved - expenditures to date			\$402,090.13			

Contract sum			\$6,624,000.00
CHANGE ORDER NO. 14		\$59,577.19	Proposed CO -Awaiting CVV/DAS, all PCO's approved
CHANGE ORDER NO. 13		\$9,042.56	
CHANGE ORDER NO. 12		\$26,111.83	
CHANGE ORDER NO. 11		\$27,402.89	
CHANGE ORDER NO. 10		\$49,761.29	
CHANGE ORDER NO. 9		\$9,900.14	
CHANGE ORDER NO. 8		\$72,096.61	
CHANGE ORDER NO. 7		\$24,743.10	
CHANGE ORDER NO. 6		\$9,007.69	
CHANGE ORDER NO. 5		\$30,690.76	
CHANGE ORDER NO. 4		\$19,498.33	
CHANGE ORDER NO. 3		\$11,867.11	
CHANGE ORDER NO. 2		\$1,838.78	
CHANGE ORDER NO. 1		\$50,551.85	
TOTAL CHANGE ORDERS To Date		\$402,090.13	
Total Approved changes+contract			\$7,026,090.13

PCO#	R#	Title	Date Initiated	PCO Amount	Change Event Type	Proposed Amount - CO	CO's Amount-Signed	LPA Comments/Status
					% Approved co's			6.07%
					Other potential		\$77,500.00	
					Total co+potential		\$479,590.13	
					Total with potential			\$7,103,590.13
					% Projected Changes			7.24%

Approved CO-Summary-Cause		Total through CO 13	
Existing conditions/unit cost		\$230,675.57	57.37%
Owner Scope Change /AHJ		\$161,194.76	40.09%
Arch/MEP Scope items		\$48,412.89	12.04%
Credits		(\$38,193.09)	-9.50%
TOTAL		\$402,090.13	100.00%

CHANGE ORDER #15(PROPOSED)

The following items are presented for review and approval, at this writing the formal PCO's are not written, however based on the projects schedule, request that they be approved on a not to exceed budget. These items were approved by the building committee, and the terrazzo floor and wood refinishing have been discussed for months as to the best way to address.

12/1-1	Fire Alarm and Security Telephone/Cell transmitters at about \$ 595 each The Security Vendor Houston Security recommends instead of a hard connection, and advised that this is the recommended connection and is in line w/ the town officials. There is no telephone fee, their monitoring fee is the same w/ this or a telephone line (and getting an active line installed is taking a bit of time)	\$ 1,200 NTE
12/1-2	Refinishing of the existing wood sills and other areas of woodwork that were not scheduled to be refinished (specified as cleaning only)	\$ 7, 500 NTE
12/1-3	Terrazzo Floor Remove the existing concrete infill , and install colored concrete and polish Removal DAS PCO #112 Concrete Infill Removal in 107, 108, and 109= \$3,566.60 Infill Ayotte& King -Budget \$8,000 to \$12,000 Total range w/ OH&P say \$12,000 to \$ 16,000 CVV noted as an alternate, that the infill has to be removed, and infilled w/ leveling compound as it is loose, and the carpeted and would be a greater amount than just infilling	\$ 16,000 NTE

SUMMARY

12/1-1: Noted above, this is the current recommendation of the Towns Security vendor, to add radio cell transmitters as opposed to hard phone connections. We are recommending that the Contractor purchase and install as opposed to the security contractor, based on schedule and that it is being connected to the equipment installed by the electrical contractor.

This is also advantageous as there will be no monthly cost for the phone line from the telephone vendor.

12/1-. The Owner has requested that the GC refinish some of the original woodwork which would be beyond the original scope of the contract which was limited to cleaning of the wood work only. There are three areas that require attention more than the others. These include the following:

- 1.) Window stools and other horizontal wood surfaces (like the built-in bench),
- 2.) Baseboards on the first floor, and
- 3.) Areas of excessive water or sun damage like the window assembly in the northeast corner of the reading room and the panelling around the fireplace on the west side of the first floor.

The proposed work would be invoiced on a time and materials basis with a not-to-exceed figure of \$7,500

12/1-3 This item has been discussed since the onset of the project, when the carpet was removed found that where the old stacks were, the terrazzo did not run though, and these areas were infilled with leveling concrete filler, and carpeted over (about 25 years or so ago). After lengthy discussions, as the terrazzo otherwise in very good condition, the Architect recommended infilling these areas with colored, concrete polished. (The old infill has to be removed as it is loose)

The scope and cost was reviewed by the committee, and approved.

The contractor will be asked to prepare an area and complete one section for approval for color/finish. And proceed based on the approved budget.

CHANGE ORDER TOTALS TO DATE

Contract sum		\$6,624,000.00
CHANGE ORDER NO. 15	\$24,700.00	Proposed, approved, awaiting paperwork, CVV, DAS
CHANGE ORDER NO. 14	\$59,577.19	Proposed, approved, awaiting paperwork, CVV, DAS
CHANGE ORDER NO. 13	\$9,042.56	
CHANGE ORDER NO. 12	\$26,111.83	
CHANGE ORDER NO. 11	\$27,402.89	
CHANGE ORDER NO. 10	\$49,761.29	
CHANGE ORDER NO. 9	\$9,900.14	
CHANGE ORDER NO. 8	\$72,096.61	
CHANGE ORDER NO. 7	\$24,743.10	
CHANGE ORDER NO. 6	\$9,007.69	
CHANGE ORDER NO. 5	\$30,690.76	
CHANGE ORDER NO. 4	\$19,498.33	
CHANGE ORDER NO. 3	\$11,867.11	
CHANGE ORDER NO. 2	\$1,838.78	
CHANGE ORDER NO. 1	\$50,551.85	
TOTAL CHANGE ORDERS To Date	\$426,790.13	
Total Approved changes + contract		\$7,050,790.13
% Approved CO's		6.44%
Other potential changes	\$55,000.00	
Total CO+potential	\$481,790.13	
Total with potential		\$7,105,790.13
% Projected Changes		7.27%

TOWN OF LEICESTER
LEICESTER PUBLIC LIBRARY
EXPANSION & RENOVATION PROJECT
11/30/2018

		10/20/2017	Budget payment	PAYMENTS FY 2016	PAYMENTS FY 2017	PAYMENTS FY 2018	Total Payments	Remaining Balance
		CONSTRUCTION						
	AVAILABLE FUNDING	\$ 8,810,217	A,B,C,D	8,810,217.00	8,759,891.11	8,139,632.39	8,810,217.00	6,081,576.50
	i. Other Funding			601.61	1,874.66	1,988.82	4,465.09	-
	TOTAL			8,810,818.61	8,761,765.77	8,141,621.21	8,814,682.09	6,081,576.50
NON-CONSTRUCTION COSTS								
AE	A1. Architect/Engineer (Durland & Vanvoorhis Architects)	\$ 600,000	A,B,C	46,552.50	393,373.75	70,000.00	509,926.25	90,073.75
	A2. Addtl Services (Architect)	\$ 25,000		-	-	-	-	25,000.00
	Design Contingency	\$ -		-	-	-	-	-
OPM	B1. Owner's Project Manager inc Clerk (Lamoureux Pagano & Associates)	\$ 333,870	A,B,C	4,375.00	95,547.50	113,292.50	213,215.00	120,655.00
	B2. Addtl Services (OPM)				-		-	-
LPA(1)	Additional Professional services/fees		A,B,C					
LPA(1)	C1. Geotech Investigation w/OPM +	\$ 7,552		-	5,632.00	-	5,632.00	1,920.00
LPA(1)	C2. Haz Mat Inspection & Design w/OPM +	\$ 4,290		-	4,290.00	-	4,290.00	-
LPA(1)	C3. Haz Mat removal monitoring w/OPM +	\$ 4,136		-	-	2,541.00	2,541.00	1,595.00
LPA(1)	C4. Steel/Concrete/Soils testing/budget - Yankee Eng= \$8800+\$6600	\$ 15,400		-	721.00	14,416.50	15,137.50	262.50
LPA(1)	C5. Additional projected testing - due to unsuitable soil installation testing	\$ 5,000		-	-	-	-	5,000.00
LPA(1)	C6. Ngrid- Backcharge-revised from \$37,948	\$ 40,291		-	40,161.75	128.38	40,290.13	0.87
LPA(1)	C7. N-Grid service Removal	\$ 794		-	-	793.50	793.50	0.50
Town	C8. Water connection Fee	\$ 13,000		-	-	13,500.00	13,500.00	(500.00)
LPA(1)	C9. Gas Company Fee	\$ -		-	-	-	-	-
LPA(1)	C10. Utility Charges					-	-	-
LPA(1)	C11. misc. fees expended to the construction start					-	-	-
closed	C12. Planning board review-Quinn Engineering - Revised from \$720	\$ 945		-	945.00	-	945.00	-
closed	C13. Additional survey cost 8/8/17 Land Planning	\$ 480		-	-	480.00	480.00	-
LPA(1)	C14. Abutters landscaping and tree pruning not in contract-Budget	\$ 25,000		-	-	3,900.00	3,900.00	21,100.00
	C15. Security system - Revised from \$6,651	\$ 6,810		-	6,809.99	-	6,809.99	0.01
closed	C16. Bidding costs, bid docs on line + advertising Revised from \$4,112	\$ 4,416		-	4,415.65	-	4,415.65	0.35
closed	C17. Dumpster fee -cleanout existing building-sheriff's dept - Revised from \$1,037	\$ 1,047		-	1,037.39	9.29	1,046.68	0.32
	C18. Insurance Costs	\$ 45,000		-	39,968.00	(19,984.00)	19,984.00	25,016.00
	C19. Legal Fees	\$ 5,000		-	1,393.17	-	1,393.17	3,606.83

closed	C20. Surveyor	\$ 6,000	A,B,C	-	6,000.00	-	6,000.00	-
	C21. Furniture, Fixtures & Equipment	\$ 348,750	A,B,C,D	-	-	-	-	348,750.00
closed	C22. Land Purchase	\$ -		-	-	-	-	-
	C23. Moving and Temp Space	\$ 75,000	A,B,C,D	-	21,838.18	5,560.00	27,398.18	47,601.82
	C24. Borrowing Cost (1)	\$ 30,000		-	-	-	-	30,000.00
	C25. Project Contingency Budgeted		A,B,C,D	-	-	-	-	-
closed	C26. Value Engineering			-	-	-	-	-
closed	C27. Independent Review			-	-	-	-	-
NEW	6/19/18Police detail LWSD Inspection	\$ 200						
NEW	8/28/18 Leicester Water Sewer District Inspectional Fees	\$ 4,420						
NEW	Generator rental	\$ 2,000						
	Total Non-Construction Costs	\$ 1,597,781		50,927.50	622,133.38	204,637.17	877,698.05	720,082.95

AVAILABLE CONSTRUCTION BUDGET

	Total fees to date minus funding, including full contingency	na						
LPA(1)	D1. Construction cost- base contract	\$ 6,624,000	A,B,C	-	1,855,407.54	1,855,407.54	4,768,592.46	
LPA(1)	D2. CO# 1, Abatement, Unsuitable soils removal, add retaining wall conc	\$ 50,551				-	50,551.00	
LPA(1)	D3. CO# 2 Boulder removal, credit abatement	\$ 1,839				-	1,839.00	
LPA(1)	D4. CO# 3 Boulder and rock removal	\$ 11,867				-	11,867.00	
LPA(1)	D5. CO# 4 Roofing work valleys, transite credit	\$ 19,499				-	19,499.00	
LPA(1)	D6. CO #5	\$ 30,691				-	30,690.76	
LPA(1)	D7. CO #6	\$ 9,008				-	9,007.69	
LPA(1)	D8. CO #7	\$ 24,743					24,743.10	
LPA(1)	D9. CO #8	\$ 72,096						
LPA(1)	D11 CO #9 Misc interior	\$ 9,900						
LPA(1)	D12 CO #10 Sewer, drainage, plaster repair, misc	\$ 49,761						
LPA(1)	D13 CO #11 MEP, Painting lower floor brick	\$ 27,403						
LPA(1)	D14 CO #12 Plaster, Abutter work, misc	\$ 26,112						
LPA(1)	D15 CO #13 Carpet-Lino, security, elect circuit	\$ 9,043						
LPA(1)	D16 co # 14, DRAFT AMOUNT AWAITING FORMAL CO	\$ 59,577						
	Subtotal - GC contract plus approved co's	\$ 7,026,090		-	-	1,855,407.54	1,855,407.54	4,892,046.91
LPA(1)	D20. potential additional- (2)	\$ 77,500		-	-	-	-	77,500.00
	Projected Construction w/ CO#s and Potential CO's	\$ 7,103,590	A,B,C	-	-	1,855,407.54	1,855,407.54	4,969,546.91
	Total Project = Owners + costs and construction costs	\$ 8,701,371		50,927.50	622,133.38	2,060,044.71	2,733,105.59	5,689,629.86
	Owner's Contingency	\$ 108,846		8,759,891.11	8,139,632.39	6,081,576.50	6,081,576.50	\$ 391,946.64

LPA(1) Items LPA will track as part of base services

Change orders to date

\$ 402,090

(2) Refer to LPA's CO summary

	FY 16	FY 17	FY 18	Difference - Project Interest	\$ 283,100.60
Beg Balance	846,653.00	796,327.11	1,869,374.39		
Net Changes	(50,325.89)	1,073,047.28	(2,058,055.89)		
VADAR Balance	796,327.11	1,869,374.39	(188,681.50)		
BAN			3,577,000.00		
Revised balance			3,388,318.50		
	8,810,217.00	8,759,891.11	8,139,632.39		
	601.61	1,874.66	1,988.82		
	(50,927.50)	(622,133.38)	(2,060,044.71)		
	8,759,891.11	8,139,632.39	6,081,576.50		

	FF & E	
	budget	\$ 348,750.00
	New Furniture, tables and Chairs	\$ 75,000.00
	Reconfigure existing Furniture	\$ 20,000.00
	Refinish existing tables and chairs (reported less than 20k)	\$ 15,000.00
	Library shelving	\$ 86,148.00
	Library shelving end panels	\$ 87,776.00
	Computers	\$ 20,000.00
	Exterior sign / posts	
	Maintenance equipment	
	Exterior equipment (mowers , snow blowers etc.)	
	Small appliances -(other than those Included in construction contract)	
	Telephone Systems (racks, wiring in construction contract)	
	Security Systems(In contract) owners fees/costs	
	contingency	
	TOTAL F F & E	\$ 303,924.00

Community Electricity Aggregation – Important Points

No out-of-pocket costs to the municipality

There are no out-of-pocket costs to the municipality for implementing a Community Electricity Aggregation. Good Energy, LP bears the cost of development, implementation and management of the aggregation program.

No additional work required of municipal officials and staff

Municipal officials contribute decision-making and review time. Good Energy, LP does all the heavy lifting and grunt work. The Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) review and approve the aggregation plan.

No political risk for municipal officials

Good Energy Community Electricity Aggregation plans are designed to eliminate all political risk for municipal officials by providing choices within the aggregation to suit all residents and an opt-out at any time without penalty for those residents not interested in participating.

Can have a substantial environmental impact through the inclusion of MA Class I RECs

A primary objective of Community Electricity Aggregation is the inclusion of MA Class I Renewable Energy Certificates (RECs) to support the development of additional renewable energy generation facilities in Massachusetts.

Can help the municipality reduce its carbon footprint and greenhouse gas emissions

The inclusion of MA Class I Renewable Energy Certificates (RECs) also assists the municipality to reduce its carbon footprint and reduce greenhouse gas emissions.

Gives residents and businesses more competitive choices to purchase electricity

A primary objective of Community Electricity Aggregation is to give residents and businesses more competitive choices by conducting a competitive bid with qualified electricity suppliers.

Provides longer term price stability with continued single billing from the local utility

Residents will have increased budget certainty with longer term electricity price stability, and continued infrastructure service and single billing from the local utility.

Can save money for residents and businesses

A primary objective of Community Electricity Aggregation is to reduce the cost of electricity to residents and businesses on average over the term of the supply contract.

Savings can be a local economic stimulus

Economic studies have shown that savings from Community Electricity Aggregation can have an economic impact or stimulus equal to 1.25 to 2.0 times those savings in the local economy.

Discourages unscrupulous marketers of electricity

Community Electricity Aggregation will discourage unscrupulous telephone, mail and door-to-door marketers of electricity from preying on residents and businesses.

Residents and businesses can opt-out at any time without termination fees

Good Energy Community Electricity Aggregation plans have perpetual opt-out without termination fees.

D.P.U. 18-____

PETITION

AND SUPPORTING DOCUMENTS

FOR THE

TOWN OF LEICESTER

MUNICIPAL AGGREGATION PLAN

DATE

AGGREGATION DOCUMENTS

1. Petition

Attachments

1. Historical Overview

Exhibits

- A. Certified Vote to Pursue Municipal Aggregation.**
- B. Energy-Related Services Agreement (w/o exhibits)**
- C. Certified Vote to Approve the Aggregation Plan**
- D. Department of Energy Resources Consultation Letter**
- E. Documentation of Opportunity for Public Review and Comment**

2. Aggregation Plan

Exhibits

- A. Customer Enrollment, Opt-Out and Opt-In Procedures**
- B. Sample Customer Notification Letter and Opt-Out Card**

3. Public Outreach and Education Plan

Exhibit

- A. Sample of Available Media Outlets**

4. Electric Services Agreement

**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

)	
Town of Leicester Municipal Aggregation Plan)	D.P.U. 18-____
)	

PETITION FOR APPROVAL OF MUNICIPAL AGGREGATION PLAN

The Town of Leicester (“Municipality”) respectfully petitions the Department of Public Utilities (“Department”), pursuant to G.L. Chapter 164, Section 134(a), for approval of its Municipal Aggregation Plan. In support of this Petition, the Municipality states the following:

1. The goals of the community electricity municipal aggregation program (the “Program”) are to bring the benefits of competitive choice of electric supplier, longer-term price stability than provided by the local utility, lower cost power and more renewable energy options to the residents and businesses of the Municipality. Under the program the Municipality will have the opportunity to provide a portion of renewable or green power through renewable energy certificates (“RECs”). The program will employ a procurement process designed to maximize savings and will provide a full set of consumer protections, including the right for any customer to opt out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through approval of a vote of the residents at a Town Meeting. The vote and the actions and events of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. (Attachment 1)

3. The Municipality seeks the Department’s approval of its Municipal Aggregation Plan (“Plan”) (Attachment 2) that describes the key features, structure and operation of the aggregation program and explains how the Plan meets the statutory requirements.

4. A Public Outreach and Education Plan has been formulated to ensure that residents and businesses are fully informed about the important aspects of the Plan to enable them to make intelligent decisions concerning participation in the Program. (Attachment 3)

5. The Plan and the associated form of Electric Services Agreement (“ESA”) (Attachment 4) ensure that the program complies with all requirements of G L. Chapter 164, Section 134(a), including providing universal access, a reliable power supply and the equitable treatment of all customer classes.

6. The Municipality consulted with the Department of Energy Resources (“DOER”) and sought the input of the Local Distribution Company (“LDC”) in the development of the Plan.

7. When entering into a contract for energy-related services, Municipalities are not required to follow the competitive bidding process of G.L. Chapter 30B. The Municipality selected Good Energy as its aggregation consultant.

8. The Municipality respectfully requests that the Department conduct an expeditious review of this petition to allow the Municipality to proceed with implementation to maximize benefits for eligible consumers. Municipal aggregators are required to conduct their business openly and with full public participation. The Municipality requests a streamlined process, including a public hearing, discovery, and an opportunity for interested persons to submit written comments.

9. The Municipality also respectfully requests a waiver, both for itself and for its competitive supplier, from the requirement to mail a quarterly information disclosure label to every customer. The requirement for quarterly distribution of the disclosure label is specified in 220 C.M.R. § 11.06(4)(c). The Department has determined that for municipal aggregators, the distribution would normally be made by individual mailings to customers. City of Marlborough, D.T.E. 06-102, at 24. The Department, however, may grant an exception to any provision of 220 C.M.R. 11.00 for good cause shown. 220 C.M.R. Section 11.08. In support of its request for waiver, the Municipality states that quarterly mailings would be burdensome and expensive,

raising the supply price for customers. The Municipality will employ an alternative disclosure strategy, including press releases, public service announcements on local access cable television, postings at Municipality buildings and postings on the program website, that will provide the required information to customers as effectively as quarterly mailings. The Department has granted similar waivers to other municipal aggregators using equivalent disclosure strategies. Cape Light Compact, D.T.E. 00-47, at 28; City of Marlborough, D.T.E. 06-102, at 24; Town of Lanesborough, D.P.U 11-27, at 23; Town of Ashland, D.P.U. 11-28, at 22; Town of Lunenburg, D.P.U 11-32, at 22; Town of Lancaster, D.P.U. 12-39, at 23; City of Lowell, D.P.U. 12-124, at 51; Town of Ashby, D.P.U. 12-94, at 37; Town of Natick, D.P.U. 13-131, at 29; Town of Greenfield, D.P.U. 13-183, at 27.

WHEREFORE, the Petitioner hereby respectfully requests that the Department:

1. Adopt a streamlined review and approval process;
2. Approve the Aggregation Plan of the Municipality;
3. Approve the request of the Municipality for a waiver of the requirement of 220 C.M.R Section 11.06(4)(c) to mail the quarterly disclosure label; and
4. Provide such other and further relief as may be necessary or appropriate.

Respectfully submitted,

TOWN OF LEICESTER

By Attorney for Good Energy, L.P.

Scott J. Mueller

Scott J. Mueller
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Dated: _____, 2018

ATTACHMENT 1

COMMUNITY ELECTRICITY AGGREGATION

HISTORICAL OVERVIEW

Prepared by

GOOD ENERGY, L.P.

Historical Overview

In the Acts of 1997, Chapter 164, the Massachusetts Legislature passed House No. 5117, *An Act Relative to Restructuring the Electric Utility Industry in the Commonwealth, Regulating the Provision of Electricity and Other Services, and Promoting Enhanced Consumer Protections Therein* known as the Restructuring Act.

Under Section 1 of the Acts of 1997, Chapter 164, the Massachusetts Legislature decided that Massachusetts ratepayers would be best served by moving from the regulatory framework in which retail electricity service is provided principally by public utility corporations obligated to provide ultimate consumers in exclusive service territories with reliable electric service at regulated rates, to a framework in which competitive producers would supply electric power and customers would gain the right to choose their electric power supplier.

Also authorized by G.L. Chapter 164, Section 134(a) is the concept of municipal aggregation in which municipalities would have the right, acting alone or with other municipalities, to aggregate the electric loads of their residents and businesses to gain greater buying power in the newly restructured competitive electric supply market. A municipality or group of municipalities may initiate the process to aggregate electrical load of their residents and businesses upon authorization by a majority vote at a town meeting or by a town or city council.

In 2013, the Board of Selectman and other representatives of the Town of Leicester began exploring the aggregation of its municipal load under G.L. Chapter 164, Section 134.

On November 18, 2014, the residents voted at Town Meeting to give the Board of Selectmen authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities. (Exhibit A)

On January 8, 30 and March 6, 2018, representatives of the Town of Leicester met with representatives of Good Energy to discuss municipal aggregation.

On March 12, 2018, the Board of Selectmen selected Good Energy as its aggregation consultant and signed the Energy-Related Services Agreement to retain Good Energy, L.P., as its aggregation consultant. (Exhibit B)

On _____, 2018 the aggregation documents were made available to the municipal officials and residents of Leicester.

On _____, 2018 the Board of Selectmen voted to approve

Historical Overview

the aggregation plan. (Exhibit C).

On _____, 2018, pursuant to G. L. Chapter 164, Section 134(a) and Chapter 25A, Section 6(11), representatives of Good Energy and the Municipality met with the Department of Energy Resources (DOER) to review the aggregation plan and obtain their guidance and technical assistance before filing the plan with the Department of Public Utilities.

On _____, 2018, the DOER issued a consultation letter.
(Exhibit D)

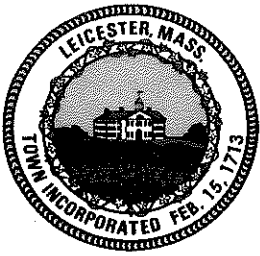
From _____ to _____, 2018, to encourage public review of the aggregation documents, municipal officials held a period for written comments by its citizens.

On _____, 2018, at a meeting of the Board of Selectmen, citizens were encouraged to make oral comments on the aggregation documents. No comments were received that required a change in the language or content of the aggregation documents. The aggregation documents continue to be available in the municipal offices for public review.

Copies of materials documenting the opportunity for residents to review and comment on the aggregation plan are included. (Exhibit E)

EXHIBITS

- A. Certified Vote to Pursue Municipal Aggregation
- B. Energy-Related Services Agreement (w/o exhibits)
- C. Certified Vote to Approve the Aggregation Plan
- D. Department of Energy Resources Consultation Letter
- E. Documentation of Opportunity for Public Review and Comment



Office of the Town Clerk

Town of Leicester

EXHIBIT ☐

3 Washburn Square • Leicester, Massachusetts 01524-1333
Telephone (508) 892-7011 • Fax: (508) 892-7070

DEBORAH K. DAVIS
TOWN CLERK
E-mail: davisd@leicesterma.org

Susan M. Zuscak
ASSISTANT TOWN CLERK
E-mail: zuscaks@leicesterma.org

May 2, 2018

I, the undersigned, Town Clerk of Leicester, Massachusetts, hereby certify that Article 13 passed at the Special Town Meeting held on Tuesday November 18, 2014.

Warrant Article 13.

To see if the Town will vote to authorize the Board of Selectmen to seek lower electricity rates for Town residents and businesses in a competitive market through any municipal electric aggregation plan, or take any other action thereon.

Article 13. Thomas E. Buckley III moved that the Town vote to authorize the Board of Selectmen to seek lower electricity rates for Town residents and businesses in a competitive market through any municipal electric aggregation plan. VOTED UNANIMOUSLY

A True copy, Attest:


Deborah K. Davis
Town Clerk



SERVICES AGREEMENT**Professional Energy Consulting Services to a Municipal Aggregator**

This Services Agreement ("Agreement") is made and entered into and effective on this 12th day of MARCH, 2018 ("Effective Date") by and between the Town of Leicester ("Municipality"), a Massachusetts municipal corporation, with offices located at 3 Washburn Square, Leicester, MA 01524, acting by and through its Board of Selectmen, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality in relation to the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134(a) of Chapter 164 of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Service Provider shall perform each of the following activities and services, including all services reasonably inferable from those listed below (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

A. Provide the following services:

1. Assist the Municipality in the establishment of a municipal aggregation Program including electric power services and related energy services, as determined by the Municipality, and the development of municipal aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
2. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to customers regarding the municipal aggregation Program and the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligibility customer lists provided by the applicable public utility ("Local Distribution Company" or "LDC"),

and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;

3. Coordinate the provision of an agreement between the LDC and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.
4. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include the following:
 - USPS mail campaigns
 - Local radio/TV spots, web-based infomercials
 - Cable access programming
 - Newspaper interviews and advertising
 - Municipal newsletters
 - Attendance at public hearings
 - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
 - Development and online hosting of dedicated online site - www.mass.goodenergy.com
 - Billboard signage
 - Informational flyers
5. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal aggregation.
6. Preparation of a municipal aggregation plan (the "Plan") in consultation with the Municipality and the Massachusetts Department of Energy Resources, addressing, inter alia, the following issues as applicable:
 - Detailed process and consequences of municipal electricity aggregation
 - Universal access, reliability and equitable treatment of all customer classes
 - Request for proposal – summary
 - Organizational structure – roles and responsibilities
 - Program operations – education, outreach and opt-out process
 - Rate setting and other costs
 - Program funding – expenses and fees
 - Methods for entering and terminating agreements associated with the Plan
 - Rights and responsibilities of participants
 - Activation and termination of the Plan
 - Constituent notification and enrollment
 - Description of annual reporting
 - Program move-ins and move-outs
 - Green power - renewable energy
 - Program education initiative
 - Coordination with demand management and energy efficiency programs
 - Electric Service Agreement

- Pricing methodology
- Eligible customer service classes
- Competitive supplier selection criteria
- Selected competitive supplier responsibilities
- Liability

7. Assist Municipality with presenting the Plan to its citizen voters for approval.
 8. Preparation of bid specifications and procurement of competitive bids for a licensed, competitive supplier for electric service, based on the most advantageous proposal, price and other factors, with final selection of a competitive supplier being decided by the Municipality.
 9. Lead and assist with all required consultations and filings with the Department of Energy Resources and the Department of Public Utilities in regards to the Plan.
 10. Developing the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan.
 11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
 12. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
 13. Provide post-purchase program delivery and on-going daily monitoring services.
- B. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.
 - C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the Program that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.
 - D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.
 - E. Service Provider shall not subcontract any Services to any person or entity that is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant shall not relieve Service Provider of its responsibility for all Services.

II. Obligations of Municipality.

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan pursuant to M.G.L. c. 164, section 134(a); (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

III. Term and Termination. The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Municipality prior to expiration of any existing Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider shall be paid the fee included for Service Provider in the Electric Service Agreement(s) for the volume of electricity purchased for the Program by the competitive supplier(s) from the date of the termination of this Agreement through the expiration of such Electric Service Agreement(s), including fees related to volumes of electricity purchased during the term of such Electric Service Agreement(s) but billed and paid after the expiration of such Electric Service Agreement(s), provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law.

IV. Payment. Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the existing Electric Service Agreement(s), which fee shall be \$1.00/MWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee, except as provided in Section III above.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers' compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider may be legally responsible. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.

- D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

VIII. Right to Audit.

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality's audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes and Certifications.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).

- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
 - C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
 - D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.
- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.
- XII. **Discrimination.** To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American with Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.
- XIII. **Confidential and Proprietary Information.**
- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
 - B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.
 - C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information

provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. **Proprietary Rights, Survival.** The obligations under this Article shall survive the conclusion or termination of this Agreement for two (2) years.

XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in any court of competent jurisdiction within the Commonwealth of Massachusetts. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association.

XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVII. **Compliance with Laws.** Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF LEICESTER

By its Board of Selectmen

Signature:



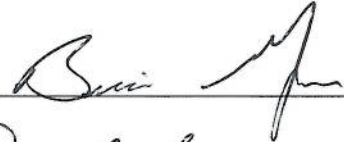
Printed name:

Harry R Brooks





Sandra Wilson



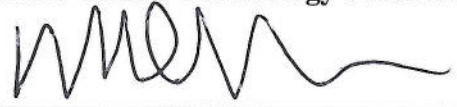
Brian Green



Doug Belanger

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC, its General Partner

BY:  , duly authorized

PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager

EXHIBIT C

C. Certified Vote to Approve the Aggregation Plan

EXHIBIT D

D. Department of Energy Resources Consultation Letter

EXHIBIT E

E. Documentation of Opportunity for Public Review and Comment

ATTACHMENT 2

COMMUNITY ELECTRICITY AGGREGATION

MUNICIPAL AGGREGATION PLAN

Prepared by

GOOD ENERGY, L.P.

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Introduction

The Town of Leicester (“Municipality”) has developed the Community Electricity Aggregation Program (the “Program”) with the goal of bringing the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The Program, as described in this aggregation plan (the “Plan”), is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment all customer classes. This Plan was developed to demonstrate that the Program of the Municipality satisfies all of the requirements necessary for the Department’s approval.

I. Key Features

The key features of the Program will include:

Price protection: The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a price that meets the criteria set by the municipal officials. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

Consumer protection: The Program of the Municipality will include the strongest consumer protections, including the ability for any customer to leave the program at any time with no charge. There will be no hidden charges of any kind.

Product options: The Municipality may offer a green product either as part of the standard product or as an optional product, giving customers a choice of environmental characteristics and price. Any charge for the additional green energy would be included in the rate submitted to the Local Distribution Company or be purchased separately as RECs from a third party and billed separately by the third party.

The Municipality will design its final product offerings based on the results of its competitive procurement of electricity and RECs. At a minimum, the program will include a standard product with RECs that meet the Massachusetts Renewable Portfolio Standard. Depending on market conditions and the results of the competitive procurement, the Municipality may include additional RECs above the RPS requirement as part of the standard product. The Municipality may also offer an optional product which includes a higher amount of renewable energy content than included in the standard product. If the Municipality includes additional RECs above the RPS requirement in the standard product, it expects to offer an optional product that only meets the RPS requirement for those consumers that do want to purchase a higher amount of renewable energy content.

Coordination with energy efficiency programs: Energy efficiency programs help residents reduce their energy consumption. The aggregation program will coordinate with energy efficiency programs administered by the Local Distribution Company to help more residents reduce their energy use and cost. This plan does not include those services outlined in G.L. Chapter 164, Section 134(b).

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in a green product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the Local Distribution Company.

II. Statutory Requirements

The municipal aggregation statute, G.L. Chapter 164, Section 134, sets out the requirements that a plan must meet in order to be approved by the Department. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The Plan of the Municipality satisfies all of these requirements, as discussed below.

1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the plan. The Municipality satisfied the local approval requirement when the residents voted at Town Meeting to initiate the process of municipal aggregation. Documents authorizing the aggregation, including certifications of votes taken, are contained in the Historical Overview.

2. Consultation with the Department of Energy Resources and Other Parties

The aggregation statute also requires that the Municipality consult with the Department of Energy Resources (“DOER”) in developing the plan. The Municipality submitted a draft of the Plan to DOER and municipal officials and / or their Aggregation Consultant met with DOER to discuss that draft. DOER provided many helpful comments on the draft and the Municipality incorporated the DOER’s input into the final version of the Plan.

The Municipality has also provided an opportunity for input from the Local Distribution Company. The Aggregation Consultant provided the Local Distribution Company with a draft model plan that reflects prior input from Local Distribution Companies and will continue to provide an opportunity for further comment from the Local Distribution Company on the Plan.

The Municipality has made the Plan available for review by its citizens, including discussing the Plan at one or more public meetings, as noted in the Historical Overview (Attachment 1).

III. Elements of the Plan

General Law c. 164, section 134 requires that an aggregation plan contain the following elements:

- Organizational structure
- 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

The incorporation of each of these elements in the Plan is discussed below.

1. Organizational Structure

The organizational structure of Program will be as follows:

Board of Selectmen and Town Manager / Administrator: The Plan will be approved by the Board of Selectmen, the elected representatives of the citizens of the Municipality, and overseen by the Board of Selectmen, Town Manager /Administrator or other designees of the Board of Selectmen. The designee(s) of the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. The designee(s) of

the Board of Selectmen shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) prior to the receipt of bids from Competitive Suppliers under parameters specified by the Board of Selectmen.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Board of Selectmen, Town Manager / Administrator or other designee of the Board of Selectmen. 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, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services.

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 ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for its constituents by the Board of Selectmen.

Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Board of Selectmen on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

2. Operations

Following approval of the Plan by the Department, the key operational steps will be:

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

The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and the Local Distribution Company. Those interactions are described in detail in the Historical Overview.

a. Issue an RFP for power supply and select a competitive supplier

i. Power supply

After the Department approves the Plan, the next step is to procure a contract for power supply.

The Municipality will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Municipality may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the Department
- 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 the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Local Distribution Company

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the Board of Selectmen shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Board of Selectmen deem appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Municipality conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or supplier as other members of the

Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by municipal officials.

ii. RECs for a green product

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (“RPS”) obligation, the Municipality may obtain a supply of RECs for a standard or optional green product. The Municipality may seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefits and price.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System or be certified by a third party. The Municipality may provide customers with renewable generation source information through a variety of vehicles including the program web site, content disclosure labels and the opt-out letter.

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

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

The delivery of a comprehensive and professional public education plan and associated materials are crucial to ensuring understanding of, acceptance of and participation in the aggregation. The Municipality has already begun to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Municipality anticipates a high level of awareness about the aggregation by the time the supply contract is signed.

At the time of launch, the Municipality will build on this existing public awareness. The Municipality will use a variety of media to communicate the objectives of the plan, 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 customer on basic service. This information will be made available in multiple languages where appropriate.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media and the Web 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 municipal officials.
- Dedicated informational Web pages that explain 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 community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community
- An inclusion of an announcement about the aggregation on the Municipality website
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality to ensure they can confidently answer any questions.
- Informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as down-loadable files and in the municipal offices and other public buildings.

The Municipality will develop a detailed timeline for these efforts, 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 customer on Basic Service with the Local Distribution Company. The notice will have the appearance of an official communication of the Municipality, 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 Municipality's competitive supply to the price and terms of the current Basic Service offering

provided by the Local Distribution Company. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope. 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. The notice will be designed by Good Energy and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect customer privacy. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

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 customers on Basic Service with the Local Distribution Company who did not opt-out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the program will provide all-requirements power supply service. The Program 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 ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Municipality 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 Municipality 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, public service announcements on cable television, postings at municipal offices and postings on the program website. As the Department has found with other aggregations, this alternate information disclosure strategy will allow the Municipality to provide the required information to its customers as effectively as quarterly mailings.

Also as part of ongoing operations, the Municipality intends to coordinate the aggregation program with existing energy efficiency programs that have helped

residents reduce their energy usage and cost. The Municipality will cooperate with the Local Distribution Company responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program customers would be encouraged to participate in energy efficiency programs and those customers who participate in energy efficiency programs would be encouraged to consider an optional green product offered by the aggregation program, if applicable.

d. Annual report to the Department

On an annual basis, the Municipality will report to the Department and the DOER on the status of the aggregation program, including: the Program's competitive supplier(s); the term of each ESA; the number of customers enrolled by customer class; a description of any renewable energy supply options included in the Program; a discussion of the municipality's alternative information disclosure strategy; and such other information as the Department or DOER may request.

3. Funding

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier 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 aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's 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 at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms.

Prices will change as specified in the winning bid and customers will be notified of price changes through media releases and posting on the aggregation web site.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department.

Participants in the aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and the delivery charge of the Local Distribution Company.

5. Method of Entering and Terminating Agreements with Other Entities

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

The Municipality plans to use the same process described in Section III (2) of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the LDC using established EDI protocols.

If the Municipality determines that it requires the services of an aggregation consultant after expiration of the existing agreement with Good Energy, it will evaluate opportunities to solicit an aggregation consultant individually or as part of a group of municipalities aggregating the electric load of their respective consumers. The Municipality will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which the Municipality determines to be in the best interest of its consumers and consistent with all applicable local, state and federal laws and regulations.

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt-out of the program at any time without charge. They may exercise this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them 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 Municipality, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Municipality and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

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

7. Extensions or Termination of Program

Prior to the end of the term of the initial ESA, the Municipality will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen or Town Manager / Administrator to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier. The Municipality will notify customers of a planned termination of the program through media releases and postings on the aggregation web site.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the program. In particular, the Municipality will provide the Local Distribution Company notice: (1) 60 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. In the event of the termination of the program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

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 Program of the Municipality will satisfy all three requirements, as outlined as follows:

1. Universal Access

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

All customers will have access to the Program. All existing customers on Basic Service with the Local Distribution Company will be automatically enrolled in the Program unless they choose to opt-out.

When new customers move into the Municipality, they will initially be enrolled in Basic Service with the Local Distribution Company. New customers will receive an opt-out notice and at the end of the 30-day opt-out period they will be enrolled in the Program unless they elect to opt-out.

New residential and small commercial customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation 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 with no charge. 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. The Local Distribution Company will continue to 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 Competitive 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 requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department 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 Department has allowed variations in pricing and terms and conditions among customer classes to account for the disparate characteristics of those classes.

The Program makes four distinctions among groupings of customers. First, the Program will distinguish among customer classes (residential, small business, medium and large business) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, if offered. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include the initial customers and new customers that move into the Municipality after the program start-date. All initial customers will receive the standard program pricing for their rate class. As described above under “Universal Access,” among new customers, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial and industrial customers, who will receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates. All customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the Local Distribution Company.

V. Planned Schedule

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Municipality and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare eligible consumer data of the Municipality; Broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives eligible consumer data from Local Distribution Company
48	Competitive Supplier mails opt-out notice and pre-paid reply card to all eligible consumers
49	30-day opt-out period begins on date of postmark
51	Eligible consumers receive opt-out notice in the mail
51-81	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier.
63	Competitive Supplier completes EDI testing with Local Distribution Company.
82	Competitive Supplier removes all eligible consumers who opt out from the eligible list
83	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers.
90	Service begins as of each customer's next meter read date

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Municipality receives regulatory approval.

VI. Conclusion

The Community Electricity Aggregation Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of low cost power, renewable energy, and electricity choice for its residents and businesses.

EXHIBITS

A. Customer Enrollment, Opt-Out, and Opt-In Procedures

B. Sample Customer Notification Letter and Opt-Out Postcard

Customer Enrollment, Opt-Out and Opt-In Procedures

The following protocols describe the procedures for customer enrollment, opt-out, and opt-in. The protocols are designed to be consistent with the Terms and Conditions for Competitive Suppliers of the Local Distribution Company. In the event of a conflict between these protocols and those Terms and Conditions, the Terms and Conditions shall govern.

1. Pre-Enrollment Opt-Out Notice, Pre-Enrollment Opt-Out Procedure, and Initial Enrollment

1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their right to opt out. The Competitive Supplier shall provide each customer with a pre-stamped Opt-Out Reply Envelope for return of the Opt-Out Reply Card.

1.1.2. The Competitive Supplier shall print the Opt-Out Notice, Opt-Out Reply Card and the Opt-Out Reply Envelope.

1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer to the Competitive Supplier, in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group, to facilitate the notification and opt-out requirements of the program.

1.3. Opt-Out Mailing. Within five (5) business days of receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Opt-Out Reply Card to all Basic Service customers in the City.

1.4. Customer Opt-Outs.

1.4.1. During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt out of the aggregation by mailing the opt-out reply card to the Competitive Supplier.

1.4.2. After the initial thirty (30) day period customers may also opt out by calling the Competitive Supplier's customer service number or following one of the other opt-out procedures described in Section 3.1.

1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. After the conclusion of the 30-day opt-out period, and providing the EDI testing is complete, the Competitive Supplier shall submit transactions to the Local Distribution Company to enroll all Basic Service customers in the Municipality that did not opt out, pursuant to Section 1.4.1 or 1.4.2.

1.5.2. Subject to the Terms and Conditions for Competitive Suppliers of the Local Distribution Company, supply service will commence as follows:

1.5.2.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

1.5.2.2. On the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction;

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all Basic Service customers, the Competitive Supplier shall provide the Municipality with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the Local Distribution Company, and if so the date.

1.7. Undeliverable Opt-Out Notices. If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second Opt-Out Notice is not returned, and if the customer does not opt out within thirty (30) days from the date of the postmark of the second mailing, the Competitive Supplier shall submit an enrollment transaction for the customer no less than five (5) business days after the conclusion of the 30-day opt-out period.

2. New Customers

2.1 New Customers are customers that become customers of the Local Distribution Company after the date of the initial opt-out notice, for example, customers that moved into the Municipality.

2.2 When a new eligible customer first moves into the Municipality, the eligible customer will be enrolled initially in Basic Service with the Local Distribution Company. New customers will receive an opt-out notice and at the end of the thirty day opt-out period they will be enrolled in the Program unless they elect to opt-out. However, if the customer is moving from another service address within the service area of the Local Distribution Company and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report.

2.3 The Local Distribution Company will inform the Competitive Supplier of newly enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

2.4. The Competitive Supplier shall mail an Opt-Out Notice and Reply Card for all New Customers no less than thirty (30) days after receiving notice of such New Customers from the Local Distribution Company.

2.5. New Customers may opt-out of the program by returning the Reply Card or by using any of the opt-out methods described in Section 3.

3. Opt-Out After Initial Enrollment

3.1. Opt-Out Procedure. Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:

3.1.1. By calling the Competitive Supplier's customer service number and requesting to opt out, in which case the Competitive Supplier shall submit a transaction to drop the customer to the Local Distribution Company within one (1) business day;

3.1.2. By calling the Local Distribution Company and requesting to be returned to Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

3.1.3. By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit a transaction to enroll the customer to the Local Distribution Company.

3.2. Effective Date. The intent is that a customer that opts out will no longer receive generation service through the aggregation program as of:

3.2.1. the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;

3.2.2. the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

4. Opt-In Procedure

4.1. Applicability

4.1.1. Customers not being served by the aggregation may opt in at any time.

4.1.2. The opt-in procedure applies to the following customers:

4.1.2.1. customers that were once enrolled in the aggregation and opted out; and

4.1.2.2. customers that were not previously enrolled in the aggregation because they opted-out before being enrolled or were served by a competitive supplier at the inception of the program.

4.2. Prices

4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt-in except that residential and small commercial customers who were served by a competitive supplier at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program. Unless this requirement is waived by the Municipality, the end date of any opt-in contract shall be coterminous with end date of the Standard Product.

4.2.2. The Competitive Supplier shall notify the Municipality of all prices offered to opt-in customers.

4.3. Opt-in Process.

4.3.1. Customers may opt in to the aggregation by calling the Competitive Supplier's customer service number and requesting to opt in.

4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the Competitive Supplier shall submit a transaction to enroll the customer to the Local Distribution Company within five (5) business days.

5. Optional Products

5.1. Prior to enrollment, Customers may elect an Optional Product, if applicable, by calling the Competitive Supplier's customer service number. The Competitive

Supplier shall enroll customers making such an election in the Optional Product.

5.2 Customers enrolled in the program may elect an Optional Product, or a return to the Standard Product, by calling the Competitive Supplier's customer service number. Within five (5) business days after a customer makes such an election, the Competitive Supplier shall submit a transaction to change supplier data to the Local Distribution Company to make the change in the customer's rate option.



Town of Leicester

Leicester Community Electricity Aggregation Program

<Date>

Dear Basic Service Customer,

The Town of Hadley approved a Community Electricity Aggregation program, authorizing our community to aggregate the electricity load of those residents and businesses that are on Basic Service with National Grid. The goals of the program are to provide you with competitive choice, longer-term price stability and more renewable energy. There are ____ other municipalities with community electricity aggregation programs that have elected to participate in a buying group with Hadley to solicit bids for the sale of electricity from competitive suppliers.

After a competitive bid process, _____ was selected as our Electricity Supplier with a contract term from your scheduled _____, 20XX meter reading to your _____, 20XX meter reading.

Rate Class	Hadley Community Electricity Aggregation Program (Standard Product - No Action Required)	Current National Grid Basic Service (Supply Services Only)
Residential (R-1, R-2)	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Commercial (G-1, Street Lighting)	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Industrial (Demand G-2)	\$0.XXXXX/kWh	\$0.XXXXX/kWh
Duration	_____ 20XX - _____ 20XX (Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.)	May 1 – October 30, 2018 (Residential and Small Business & Lighting rates change every six months. Large Business rates change every three months.)

Rates indicated above are for Supply Services only. Under the contract, the rate per kWh for electric supply will be fixed until your _____, 20XX meter reading. This rate is guaranteed to remain below the National Grid Basic Service rate until _____, 20XX when National Grid Basic Service rates change on November 1, 2018.

There is no guarantee of future savings. The primary intent of the program is to provide price stability and savings over the duration of the XX-month term. However, National Grid rates for electric supply change every six months (on July 1 and January 1) and may drop below the program rate during any given six-month period.

ADMINISTRATIVE ADDER for the Leicester program is included in above rates. This fee is: \$0.001/kWh for the aggregation consultant.

PROGRAM DETAILS

- As an eligible participant, your account will be automatically enrolled in the program unless you choose to opt out.
- You may leave the program at any time without early termination fees.
- You will continue to receive one bill from your utility.
- You will continue to send payment to your utility.
- Your utility will continue to respond to emergencies and outages.
- Reliability and quality of service will remain the same.

Participation ➡	Action Needed
If you want to participate in this program.	No action required.
If you do NOT want to participate in this program.	Sign and date the enclosed postage-pre-paid opt-out postcard

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

ALL BASIC SERVICE CUSTOMERS who have been mailed this notification will automatically be enrolled in the Program and start benefiting from this fixed rate beginning on the day of the month that your meter read occurs. The new rate will be reflected on your subsequent month's bill. This date varies by service area. Your meter reading date is shown on your bill.

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

IF YOU ARE RECEIVING ELECTRICITY SUPPLY FROM A COMPETITIVE SUPPLIER AND BELIEVE YOU HAVE RECEIVED THIS OPT-OUT LETTER IN ERROR, you must sign the attached card and opt out of this Program. This will ensure you continue to receive your electricity from that Competitive Supplier and prevent any possible early termination fees.

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

SOLAR ELECTRICITY CONSUMERS will not be impacted and will continue to receive their net metering credits while participating in the program.

INSTRUCTIONS ON HOW TO OPT OUT

If you do not wish to participate in the program, simply sign and return the enclosed postage paid card within thirty (30) days of postmark on this opt-out letter. There is no penalty to opt out in order to remain on National Grid Basic Service.

ANY TIME AFTER ENROLLMENT, you can leave the program with no early termination fees. This will occur during the next available billing cycle, whereupon your account(s) will be returned to the National Grid Basic Service.

HOW TO ACCESS BASIC SERVICE IF YOU WANT TO LEAVE THE PROGRAM Additional information about your utility's Basic Service electricity rates may be found on the [MASS.GOV](http://www.mass.gov/eea/energy-utilities-clean-tech/electric-power/electric-market-info/basic-default-service/) website here: <http://www.mass.gov/eea/energy-utilities-clean-tech/electric-power/electric-market-info/basic-default-service/>, or visit the National Grid website <https://www.nationalgridus.com/MA-Home/> or call (800) 322-3223 for account information. Please refer to the Basic Service category to determine the best option for you.

FOR MORE DETAILED INFORMATION regarding your community's Program, visit MASSCEA.COM, or call toll-free (844) MASSCEA (627-7232).

THERE IS NO GUARANTEE OF FUTURE SAVINGS The primary intent of the program is to provide price stability and savings over the duration of the 24-month term. However, National Grid rates for electric supply change every six months (on May 1 and November 1) and may drop below the program rate during any given six-month period.

ATTACHMENT 3

COMMUNITY ELECTRICITY AGGREGATION

PUBLIC OUTREACH AND EDUCATION PLAN

Prepared by

GOOD ENERGY, L.P.

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Public Outreach and Education Plan

1. PURPOSE

As part of a municipal aggregation plan and in accordance with G.L. Chapter 164, Section 134(a) a public outreach and education plan is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers, including consumers with limited English language proficiency, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty.

The Public Outreach and Education Plan (Education Plan) component of the Community Electricity Aggregation Program (Program) has two parts. The general public outreach and education effort conducted by Good Energy will provide information to eligible consumers through electronic and print channels, public presentations and personal communications. The direct mail notification to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights. This letter will prominently state all charges and disclose the Basic Service rate, how to access it and that it is available to them without penalty.

In Town of Westford, D.P.U. 15-115, pp. 10-11 (2015), the Department found that the education component of the Town's Plan, which informed customers of their right to opt out and provided other pertinent information about the Program through newspapers, public and cable television, public meetings, electronic communication, a toll-free customer service line, and a direct mail component including the opt-out notification, satisfied the statutory requirements of G.L. c. 164, section 134(a). The Public Outreach and Education Plan of the Municipality closely resembles the Education Plan of the Town of Westford.

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

The Public Outreach and Education Plan consists of two parts:

- a) General Education: This will be conducted through electronic and print channels, public presentations and personal communications to inform eligible consumers about the aggregation.
- b) Direct Mail Notification: This will be mailed out to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights.

Public Outreach and Education Plan

This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current Basic Service rate, how to access it and that it is available to them without penalty.

The general education component will provide a wide-ranging public outreach for the direct mail notification, increasing public awareness of the mailing and its purpose and providing reinforcement of important information.

1.1 GENERAL EDUCATION

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

1.1.1 Press Conference

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

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

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

1.1.2 Media Outreach

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

A series of news releases will be distributed to achieve the aforementioned goals.

Public Outreach and Education Plan

Follow-up news releases will update the media on the status of the progress of the Program. A sample of available media outlets is contained in Exhibit A.

1.1.3 Notices and Public Postings

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

1.1.4 Customer Service Center

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

1.1.5 Website

All information regarding the Program will be posted on the website of Good Energy, which is linked to the website of the Municipality. The Good Energy website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

1.1.6 Public Presentations

Good Energy will provide presentations to municipal officials and to any interested community group.

1.1.7 Ongoing Outreach and Education

The Municipality intends to continue outreach and education for customers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the website of Good Energy (www.masscea.com) that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: public service announcements;

Public Outreach and Education Plan

interviews with local media outlets; news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the website of Good Energy.

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

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

The letter will inform eligible consumers:

- a) about the Program and provide information regarding participation and rights;
- b) that they have the right to opt-out of the aggregation without penalty;
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Basic Service offering;
- d) that any savings under the Program compared to Basic Service cannot be guaranteed because the Basic Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

The opt-out notification will also contain a card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of the mailing to return the opt-out card in a preaddressed postage-paid envelope. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

Examples of a draft opt-out notification letter and the opt-out card are included as Exhibit B to the Aggregation Plan. A copy of the initial opt-out notification will be filed with the Director of the Department's Consumer Division prior to the start of the opt-out period.

2 TIMELINE

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

DAY	ACTION OR EVENT
1	Press conference to announce the Program and introduce the Competitive Supplier
1	Customer service center opens (toll-free telephone number)
1	Press release on direct mail notification and the customer service center
1	Program information posted on appropriate websites: Good Energy, Municipality, and Competitive Supplier
1-7	Postings placed in public buildings
1-40	Public presentations to inform community groups about the Program and consumer rights
10	Direct mail notification sent to each eligible consumer
12-30	Display ads in newspapers describing the Program, the opt-out process and providing the toll-free telephone number
14	Local cable television show describing the Program, the opt-out process and providing the toll-free telephone number
16	Public Service Announcements describing the Program, the opt-out process and providing the toll-free telephone number
40	Deadline reached for eligible consumers to return the opt-out card
40+	Public outreach and education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible consumers
90+	Follow-up news releases to summarize the status of the Program

Exhibit A

Sample of Available Media Outlets

Newspapers

Worcester Telegram & Gazette, Spencer New Leader, Worcester Magazine

Radio

Leicester Community Radio (online); WVNE, 760 AM, Leicester; WCRN, 830 AM, Worcester; WICN, 90.5 FM, Worcester; WSRS, 96.1 FM, Worcester; WTAG, 580 AM, Worcester; WVEI, 1440 AM, Worcester; WORC, 1310 AM, Worcester; WORC-FM, 98.9 FM, Webster; WGFP, 940 AM, Webster; WWFX, 100.1 FM, Southbridge;

Television

Leicester Cable Access Corporation (LCAC); Channel 34: WCRN-LP - (AMGTV) – Leicester; WBZ-TV (CBS), Worcester; WBZ-TV Channel 4, Worcester; WCTR, Cable Channel 3, Worcester; WUNI-TV, Channel 27, Worcester.

ATTACHMENT 4

COMMUNITY ELECTRICITY AGGREGATION

ELECTRIC SERVICE AGREEMENT

Prepared by

GOOD ENERGY, L.P.

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ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ____ day of _____, 20__ ("Effective Date") by and between _____ ("Competitive Supplier"), and the Town of Leicester, a Massachusetts municipality (the "Municipality") (collectively the "Parties").

Recitals

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

WHEREAS, Municipality has developed a Community Electricity Aggregation Program ("Program") to aggregate the electric load of consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

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

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

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

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

ARTICLE 1 DEFINITIONS

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

1.0 Associated Entities – Any and all independent contractors, subcontractors and other agents of the Competitive Supplier or of the Competitive Supplier's parent or subsidiary entities that provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor.

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

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

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

1.4 Commercially Reasonable - Any of the practices, methods and acts that, in the exercise of reasonable judgment in light of the facts known, or that in the exercise of due diligence, should have been known, at the time the decision was made, would have been reasonably expected in the industry to accomplish the desired result consistent with quality, reliability, safety, timeliness, project efficiency, and all applicable Governmental Rules, provided that in no event shall increase costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The undersigned competitive electricity supplier which will supply electricity under this Agreement and is a corporation duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Intentionally Omitted

1.7 Intentionally Omitted

1.8 Intentionally Omitted

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

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

1.11 Effective Date - The date written at the top of page one of this ESA.

1.12 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity who receive Basic Service from the Local Distributor as of the Effective Date, or New Consumers that subsequently become eligible to participate in the Program, at one or more locations within the geographic boundaries of the Municipality, but not including those consumers who receive Basic Service and participate in a green power program from the Local Distributor, those customers who are taking power supply service from a competitive supplier, and those consumers who receive Basic Service and have requested not to have their account information shared by the Local Distributor. For the avoidance of doubt, all Eligible Consumers must reside or be otherwise located at one or more locations within the geographic boundaries of the Municipality, as such boundaries exist on the Effective Date of this ESA.

1.13 ESA - This Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control and without the fault of the affected Party that precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes;

strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any discretionary acts or discretionary orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

1.15 General Communications - The type of communications described and defined in Article 5.7 herein.

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

1.17 Governmental Rule(s) - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law, and any applicable bylaws of the Municipality. It shall also include DPU-approved tariffs of the Local Distributor.

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

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

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

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

1.22 NEPOOL - The New England Power Pool.

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

1.24 Intentionally Omitted

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

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

1.27 Plan - The electricity aggregation plan created pursuant to G.L. c. 164, § 134, which describes the Program, as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. 18-_____. The purpose of the Plan is to aggregate electricity consumers for the primary purpose of negotiating favorable rates for the supply of electricity for such consumers.

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

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

1.30 Program - The Municipality's Community Electricity Aggregation Program, as described in the Plan.

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

1.32 Retail Price - As set forth in Exhibit A.

1.33 Service Commencement Date - The date of the Participating Consumer's first meter read date after_____, or as soon as necessary arrangements can be made with the Local Distributor thereafter.

1.34 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

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

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

As set forth in this paragraph, the Municipality shall specifically authorize the Local Distributor to provide, and grant the Competitive Supplier the right to obtain and utilize as required hereunder, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees, upon request of Competitive Supplier, to use Commercially Reasonable efforts, at Competitive Supplier's cost, to reasonably assist Competitive Supplier in obtaining such information from the Local Distributor, including, without limitation, assisting Competitive Supplier in obtaining any required permission from such Participating Consumers and/or the Department for release of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any errors by the Competitive Supplier.

2.2 NO THIRD PARTY BENEFICIARIES

This ESA is not intended to confer, and does not confer, any rights or remedies upon any

person other than the Parties. Subject to the preceding sentence, this ESA facilitates rights under M.G.L. c. 164 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the Competitive Supplier represents and warrants that it has exercised due diligence to review all applicable Governmental Rules, including all relevant regulations and orders of the DPU, Massachusetts Attorney General, and the Massachusetts Department of Energy Resources ("DOER"), the Federal Energy Regulatory Commission ("FERC"), and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA, and that it will comply and cause its Associated Entities to comply with all applicable Governmental Rules in performing under this ESA.

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA are and shall be conditioned upon the Competitive Supplier fulfilling the following requirements:

- a) maintain without interruption Competitive Supplier's license from the Department;
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any necessary ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local Distributor

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

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier pursuant to this ESA is confidential and must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in such data; and 3) such data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide All-Requirements Power Supply to Participating Consumers and to render other services

expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary for Competitive Supplier to provide All-Requirements Power Supply or otherwise perform pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier shall take all reasonable measures to inform any and all of its Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party, and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data as authorized in this section, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

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

3.2 NOTIFICATION TO NEW CONSUMERS OF OPT-OUT RIGHTS

Consistent with the requirements of any applicable Governmental Rules, and within a reasonable time after the Local Distributor notifies Competitive Supplier of the existence of a New Consumer and has provided to Competitive Supplier such New Consumer's account number, service and billing address, and other pertinent contact information, Competitive Supplier shall notify such New Consumer in writing (i) of the date on which such New Consumer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All-Requirements Power Supply to such New Consumer as of the

same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program (such written notification, the "Opt-Out Notice"). The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment. The Competitive Supplier, in its discretion as to form and content shall: (i) prominently and clearly state all charges to be assessed by the Competitive Supplier; (ii) provide a clear summary of the prices and terms included in Exhibit A and fully disclose the prices and terms then being offered for Basic Service by the Local Distributor; (iii) clearly state how such New Consumer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor; and (iv) clearly state that all Participating Consumers, subsequent to enrollment, also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee or penalty to Competitive Supplier. Competitive Supplier must include with the Opt-Out Notice a self-addressed, pre-stamped envelope for use by customers electing to opt-out of the Program. All such notices must be approved in advance by the Municipality, such approval not to be unreasonably withheld.

In providing the notifications set forth in this Article 3.2, and in otherwise conducting the activities in Article 3.4 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification of Eligible Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier.

3.3 CONSUMER AWARENESS

Subject to the other terms and conditions of this ESA, upon mutual agreement with the Municipality concerning the content and method, the Competitive Supplier or the Municipality (or its designee, including Good Energy, L.P.) may conduct consumer awareness efforts at its sole expense.

3.4 ENROLLMENT

3.4.1 Participating Consumers - All Participating Consumers enrolled in the Program as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.4.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Article 3.2, such New Consumers will be automatically enrolled by Competitive Supplier

in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Governmental Rules and rules and policies of the Local Distributor. Residential and small commercial New Consumers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Consumers shall be enrolled at a price determined by then-prevailing market conditions. Competitive Supplier shall enroll such New Consumers in accordance with applicable Governmental Rules and rules and policies of the Local Distributor. For purposes of this Agreement, a “small commercial customer” shall mean a non-residential customer who is eligible for the G-1 rate class under the National Grid Tariff in effect as of the Effective Date, or if, after the Effective Date, such rate no longer exists, the comparable National Grid small-commercial rate.

3.4.3 Eligible Consumers Opting Out - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such Eligible Consumers at a price determined by then-prevailing market conditions. The Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI submission to the Local Distributor for initial enrollment in the Program and for all enrollments thereafter.

3.4.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers that opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

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

4.2 TERMINATION

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

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure

any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Section 4.2(d)), within sixty (60) days following written notice of the breach by the non-breaching party; or

b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers not caused by Force Majeure or the Municipality's failure to perform under this ESA shall constitute an act of default by the Competitive Supplier, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In addition, in the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose prior to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due from Participating Consumers for services rendered to that date.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a termination of this ESA. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions ("EBT") Working Group.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all

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

ARTICLE 5 CONTINUING COVENANTS

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

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

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

5.2 CUSTOMER SERVICE ACCESS

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

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) if such authorization is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for

information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for such purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any Governmental Rule of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall exercise all reasonable efforts and make all necessary and appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers and any other relevant entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or other encumbrances) to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE and any other relevant entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the electric grid to serve Participating Consumers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier and its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO- NE).

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

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

based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any applicable Governmental Rule. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer), provide a copy of such General Communication to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality. The Municipality shall have the right, subject to the last paragraph of this Article 5.6 regarding certain General Communications, to disapprove such General Communications and/or request revisions thereto if it finds the communications inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within ten (10) days (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Department, the DOER, or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval.

If the Municipality disapproves any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any other proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, it shall, unless prevented from doing so by any applicable Governmental Rule, allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (except communications pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable, which are not subject to Competitive Supplier's approval) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within ten (10) days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication that has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

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

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules applicable to this ESA and the performance of the Parties thereunder.

5.10 CONSENT

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

ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the purchase, sale, supply, delivery, or for the payment of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under M.G.L. c. 164, § 134 and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not a "distribution company", "electric company", "generation company" or "transmission company" within the meaning of M.G.L. c. 164, § 1 as a result of this ESA, unless a court, the Department, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to M.G.L. c. 164, § 134. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, that would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to Competitive Supplier's performance under this ESA, including the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

7.3 METERING

The Local Distributor will be responsible for any metering that may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for

Competitive Suppliers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other qualified entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

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

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed on and properly chargeable to Participating Consumers with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall also be responsible for all taxes that are required by law to be imposed upon a purchaser of

electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes and governmental charges imposed on or chargeable to Competitive Supplier, including taxes on Competitive Supplier's income.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 RENEWABLE ENERGY PORTFOLIO STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with all applicable Governmental Rules, including the provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

8.2 Intentionally Omitted

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 220 C.M.R. 25.00, 27.00, 28.00 and 29.00, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the Department may adopt in accordance with M.G.L. c. 164, § 1F(7). The Competitive Supplier shall, on or before the Service Commencement Date, provide a written, detailed description of its billing and termination procedures, customer services, confidentiality and related practices and procedures for approval by the Municipality (which approval shall not be unreasonably withheld), provided that any such approval or lack thereof shall not relieve Competitive Supplier from compliance with the aforesaid provisions, code of conduct and policies. Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in M.G.L. c. 164, § 1F(7); for complying with the "opt-out" provisions of M.G.L. c. 164, § 134(a); and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Department order with respect to this ESA, the Competitive Supplier agrees to provide reasonably prompt written notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent not prohibited by Department regulations and other applicable law. The failure to timely submit such written description, or the use of practices and procedures that materially fail to comply with Department regulations and policies irrespective of any approval of the Municipality as to the same, shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the

Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

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

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

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

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Quarterly Report of Sales

Competitive Supplier shall provide the Municipality or its agent with a quarterly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period. The quarterly report will be due to the Municipality or its agent within forty-five (45) days following the close of each quarter (the close of each quarter being March 31, June 30, September 30, and December 31). The aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a).

11.1.3 Information or Data Provided by Competitive Supplier

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under or requested by the Municipality pursuant to the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall notify Municipality of the error and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable time

11.2 POWER SUPPLY REPORT

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

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with all applicable Governmental Rules or guidelines of the Department, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide "back up" supporting any charge under this ESA questioned by the Municipality and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

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

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

12.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with

the laws of the Commonwealth of Massachusetts without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Massachusetts or appropriate state court sitting in the Massachusetts county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one of the Parties sends the other Party a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to and not in limitation of any other rights and remedies available to the Municipality under this ESA, at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the

circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses that are or would otherwise be available to the Municipality. Any settlement by the Supplier of any claims against the Municipality shall require a full release of the Municipality, its officials, officers, employees, agents, and representatives from any and all claims, and shall not require any admission of any liability by the Municipality, its officials, officers, employees, agents and representatives.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

13.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages at law, and also covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

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

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to the date when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;

- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Municipality's Request for Proposals for competitive electric supply services is true and accurate to the best of Competitive Supplier's knowledge and belief.

14.2 BY THE MUNICIPALITY

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

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

ARTICLE 15 INSURANCE

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the Commonwealth of Massachusetts and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed by the Competitive Supplier or otherwise requested by the Municipality. The Competitive Supplier shall require all insurers issuing such insurance policies to provide that a copy of any notice of cancellation or non-renewal to the Municipality at least 30 days before such cancellation or non-renewal.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements that are "claims made" policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts that comply with these requirements and that provides for retroactive coverage to the date of the cancellation or non-

renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

15.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

ARTICLE 16 THIS SECTION INTENTIONALLY DELETED.

ARTICLE 17 REGULATORY EVENT

If a Regulatory Event occurs, the Parties shall use their best efforts to reform this ESA to give effect to the original intent of the Parties and the Program. If the Regulatory Event results directly in an increase in Suppliers cost of services for the larger class of customers of which Participating Consumers are a part and Supplier passes through such cost to such class on a per-kWh basis, Supplier may pass through a reasonably proportionate share of such cost to Eligible Consumers in the same manner as other members of such larger class.

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Other than in connection with a sale of all or substantially all of its competitive electric supply business related to this ESA, or to an affiliate of Competitive Supplier having the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA, Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier’s business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA, and shall be capable of making, and shall make, the representations and warranties expressly made in this ESA by the Competitive Supplier; (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA; and (iv) Competitive Supplier shall cure all defaults of this ESA, if any, of Competitive Supplier existing at the time of assignment. The

Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service that Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) negotiate with the Municipality for the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

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

18.3 NOTICES

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

If to Competitive Supplier:

If to Municipality:

Mr. Charles de Casteja
Good Energy, L.P.
232 Madison Avenue, 3rd Floor
New York, NY 10016
Phone: 212-792-0222
Fax: 212-792-0223
charles@goodenergy.com

and

Board of Selectmen
Town of Leicester
3 Washburn Square
Leicester, MA 01524
Phone: 508-892-7011
Fax: (508) 892-7070
dgenereux@leicesterma.org

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

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

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

18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties

relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the Force Majeure and its effects; (ii) the suspension of performance be of no greater scope and of no longer duration than is necessitated by the Force Majeure; (iii) no obligations of the Party that were to be performed prior to the occurrence of the Force Majeure shall be excused as a result of that occurrence; and (iv) the non-performing Party shall use all Commercially Reasonable efforts to remedy or overcome with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group

18.7 EXPENSES

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

18.8 NO JOINT VENTURE

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

18.9 JOINT WORK PRODUCT

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

18.10 COUNTERPARTS

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

18.11 COMMISSIONS

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers' actual usage for the duration of this ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include this commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers and acknowledges this obligation as a material obligation of this ESA. The commission fee shall be paid on or about the 15th of every month and shall be based on electricity consumed and paid for by Participating Customers and for which Competitive Supplier has received payment in the previous month. Competitive Supplier shall pass through such payments to Good Energy, L.P. for the duration of this ESA. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

18.12 WAIVER

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

18.13 COOPERATION

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

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA solely as a result of such

adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

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

18.16 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include negotiating an agreement as to the form, substance and timing of such formal press release.

18.17 HEADINGS AND CAPTIONS

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

18.18 SURVIVAL OF OBLIGATION

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

18.19 REMEDIES

18.19.1 General

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

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER

BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT.

Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 13.1, to seek indemnification from Competitive Supplier for consequential, punitive, or incidental damages or other such losses claimed by third-parties; provided that the aggregate limit on Competitive Supplier's indemnification obligation pursuant to this provision, except for any damages caused by the fraud or bad faith of the Competitive Supplier, shall be equal to the greater of: 1) the amount payable for such claims under any and all insurance maintained by the Competitive Supplier; 2) 50% of the Competitive Supplier's annual gross receipts (price per kWh multiplied by kWh volumes sold) received under this ESA in the most recent 12 month period; or 3) \$10,000,000.00.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the Commonwealth of Massachusetts, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

EXHIBIT A
PRICES AND TERMS
Community Electricity Aggregation Program

Rate Classification	Price per kWh/Period	Price per kWh/Period
Period	_____	_____
Residential	_____	_____
Commercial	_____	_____
Industrial	_____	_____

Terms for System Supply Service

Term: The Price and Terms stated on this Exhibit A will commence on the first Consumer meter read date after _____ and continue until the first Consumer meter read date after _____, unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

Pricing: The price for All-Requirements Power Supply shall be as stated on this Exhibit A through Participating Consumers' meter read dates in _____. Prices shall be fixed for the entire length of such pricing period. Prices must include all adders and ancillary charges. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA. The Municipality reserves the right to reject any bids in which, on the Start-Up Service Date, the Residential pricing would not be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for residential consumers and the pricing for Commercial and Industrial consumers would not be at least \$.001/kWh less than the approved Fixed Basic Service Rate in effect for commercial consumers.

Start-Up Service Date: All-requirements retail power supply will commence at the prices stated above as of Participating Consumer's first meter read dates after _____. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the DOER's Renewable Portfolio Standards and Alternative Energy Portfolio Standards starting with current requirement on the Start-Up Service Date or pay all penalties imposed by the DOER related to Renewable Energy requirements.

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

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

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

EXHIBIT B

TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code	
Rate Name	
Consumer	
No Accounts	
	kWh
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

STRICTLY CONFIDENTIAL



Nor'easter Remedies

Elite Wholesale Cultivation
Business & Operations Plan

Updated as of November 2018

Contact Information

Robert Harder
Managing Partner
NoreasterRemedies@gmail.com
203-241-2584

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1 Executive Summary

1.1 Company Narrative

Nor'easter Remedies ("Nor'easter" "N'R" or "the Company") is applying for a microbusiness cannabis license (small scale cultivation and production) for the Massachusetts adult use marijuana industry and intends to start operations in a 15,162 sq. ft. facility in Leicester, Massachusetts. N'R will combine experience, work ethic, and industry-leading business practices to become a premium cannabis producer and upstanding member of the Massachusetts and Leicester communities.

With a small scale footprint and hands-on attention to detail, N'R's goal is to produce premium, craft cannabis of the highest quality that will be sold to licensed marijuana retailers across Massachusetts.

1.2 Services

The microbusiness license will give N'R permission to grow up to 5,000 sq. ft. of plant space as well as produce marijuana derivatives such as edibles and extracts. In the first two years N'R will solely focus on cultivation with the ability to flower up to nine different strains across three flowering rooms to produce up to 1,200 pounds a year of top-quality cannabis. The microbusiness license does not allow for retailing product directly to consumers and N'R has no future intention to do so at the proposed facility. All products will be sold through wholesale transactions to qualified marijuana retail stores and other licensed facilities including processors and social consumption establishments when regulations are put in place. All of the cannabis products N'R distributes will first pass both internal inspections as well as state-required inspections by third party licensed marijuana testing facilities, ensuring product is safe and contaminant free before being made available to end users. This dedication to cultivating safe and top-quality cannabis through industry leading methods will solidify N'R's position and reputation as a trusted source of cannabis for retail partners.



1.3 The Market

The latest research confirms the continuation of rapid growth in the cannabis industry nationwide as more states continue to pass laws allowing the production and sale of marijuana. According to Oakland-based marijuana angel investment network The ArcView Group (*Executive Summary, 6th Edition*), national legal sales of cannabis grew to \$8.5 billion in 2017, up 31% from the previous year. ArcView predicts nationwide cannabis sales to continue to grow ~22% in each of the next five years to reach \$23.4 billion by 2022. Over this period the key driver of growth is massive expansion and demand in the adult use market, which by 2022 is projected to comprise nearly two-thirds of the total market, or double that of medical use.

In November 2016, Massachusetts citizens voted to legalize adult use and sale of marijuana and the will of the voters is now coming to fruition. Marijuana Business Daily estimates recreational sales should reach \$700-770 million for the first full-year of recreational marijuana sales in Massachusetts. Adult-use sales are then projected to grow steadily to \$900 million by 2020, which combined with the continued growth of medical marijuana sales would put Massachusetts's total marijuana market at \$1.2 billion.

In June 2018 the Department of Public Health released survey results indicating that 21% of adults in Massachusetts had used marijuana within the past 30 days. This usage rate is the highest in the country when compared across DPH data derived from the same surveys in other states; even Colorado lags far behind with 15.5% of adults responding yes to the same question in their 2017 survey. This nation-leading usage rate combined with Massachusetts' high population count and prevalence of young adults is leading analysts, including industry-leading Marijuana Business Daily, to estimate there will be over 700,000 Massachusetts residents that will be active adult-use cannabis consumers. Adult-use cannabis is also projected to be immensely popular with tourists and visitors coming through Boston. The most populous city in New England is already an established tourist destination for out-of-staters and international visitors alike. With an average ~20 million annual tourists, the Boston Business Journal predicts that Boston is uniquely situated to become the central hub for New England's emerging cannabis marketplace.



1.4 The Opportunity

The data clearly shows tremendous potential across the entire adult use cannabis industry, but N'R has made the decision to specifically focus on the cultivation and production side of the industry in order to set the Company up for as much upside success as possible. Closer inspection of historical sales data in states which previously legalized cannabis reveals a large disparity between supply and demand in the opening years of new legal markets. The cultivators and producers could not create enough supply to keep up with the massive demand, leading to product shortages and high prices for the end user. Current market analysis for Massachusetts indicates similar signs of supply shortages in the early years; N'R intends to capitalize on this lack of supply by being one of the first wholesale producers to get licensed and operational in the new adult use market.

The same historical data for those legal states shows that this initial supply shortage tapers off in later years as more cultivators enter the market and demand stabilizes. When the price for wholesale flower begins to decline in the later years of the Massachusetts market, N'R's microbusiness license will allow Nor'easter to shift production towards the latest high-demand cannabis derivatives such as edibles, extracts or concentrates that have been shown to consistently garner high demand and high prices in other legal cannabis state markets.

1.5 Keys to Success

Nor'easter Remedies believes in the following keys to success and operates the business in a way to achieve these objectives:

1. Focusing on cultivating and producing only the highest quality grade cannabis that demands premium pricing from retailers.
2. Maintaining exemplary cultivation and business standards to become an industry leader in best practices for cannabis.
3. Working in conjunction with the local community to foster good will and understanding the effects of marijuana from all angles.
4. Building business relationships to foster and grow business-to-business sales by meeting with retailers, processors, and other marijuana industry professionals on a regular basis.



2 The Company

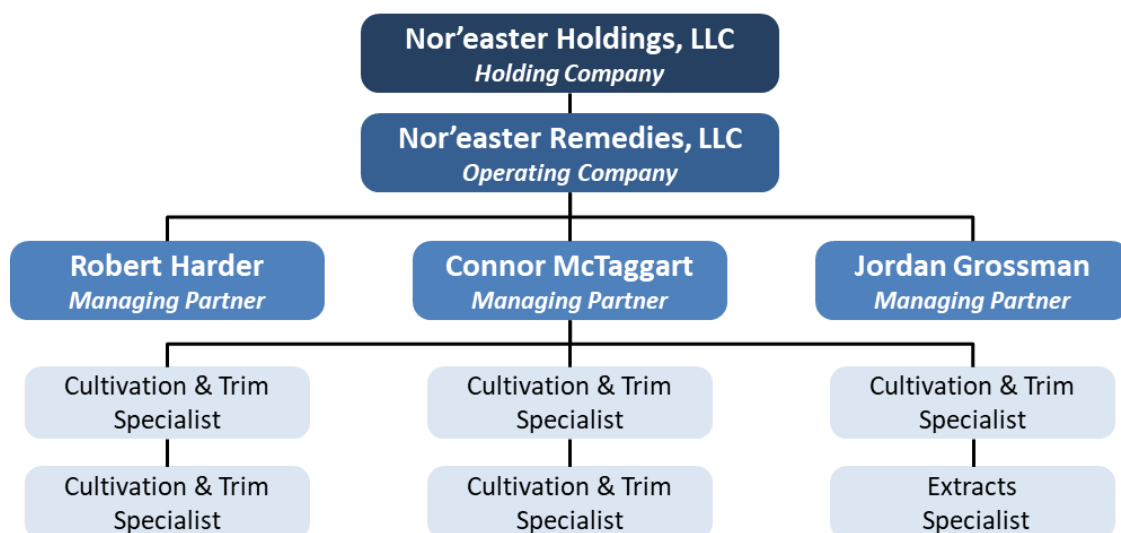
2.1 Company Overview

Nor'easter Remedies is a new company, founded in February 2018 as Nor'easter Remedies, LLC by Robert Harder, Connor McTaggart and Jordan Grossman with the primary purpose to help adults access safe, consistent and high-quality cannabis under a fully compliant operation in harmony with the town and state communities.

With a primary focus on cultivating the highest quality cannabis and cannabis products available in Massachusetts, N'R has carefully chosen each aspect of its business and growing strategy to meet this goal. The full staff will be experts on all of N'R's strains, from seed to harvest, their various effects, and the cultivation methods and processes. Nor'easter Remedies will be knowledgeable, friendly resources to owners and agents of retail marijuana stores and processing facilities by ensuring they are equipped with all the information they need or request on our product.

N'R is dedicated to raising the standard in product quality and will lead by example in creating a higher code of ethics for businesses in this ever expanding industry.

2.2 Organizational Chart



2.3 Management Team

Nor'easter Remedies' three founders and Managing Partners were childhood friends in Connecticut and grew up competing with and against each other in the pool on various swim teams. Now they bring together their unique and diverse background of education, experience and expertise to form the cohesive backbone of Nor'easter Remedies' management team.

Robert Harder – Managing Partner, Co-Founder

Graduated from Yale University in 2015 with a BA in Economics. Following graduation, worked as an analyst in the Consumer Products & Retail group at UBS Investment Bank in New York City. Worked on a wide range of strategic solutions for corporate clients across mergers & acquisitions advisory, debt financing, valuation analysis, promotional presentations, financial filings, and industry advice. Primary clients included Pabst Brewing Company, Serta Simmons Bedding, Bob's Discount Furniture, and Advent International. Will be responsible for handling all financial accounting and obligations of Nor'easter Remedies.

Connor McTaggart – Managing Partner, Co-Founder

Graduated UConn in 2014 with a double BA in Research Psychology and Philosophy. Graduated University of New Haven in 2017 with a Masters in Healthcare Administration. Following graduation worked as a marketing assistant at Milford Hospital. Connor has three years of small and medium scale cultivation experience and will serve as the Head of Operations at Nor'easter Remedies, taking the lead on all cultivation operations.

Jordan Grossman – Managing Partner, Co-Founder

Graduated UConn in 2014 with a BS in Communications. Worked as a professional musician, band manager, and fitness club manager while pursuing small scale cultivation for three years. Jordan will take on marketing and communications efforts at Nor'easter Remedies, as well as recruiting and managing N'R staff.



2.4 Services

Nor'easter Remedies is a new company that believes its unique combination of small business hospitality with big business efficiency allows N'R to provide a variety of top-quality cannabis strains to licensed marijuana facilities and retail stores.

Nor'easter Remedies offers the following services:

1. Produce top-quality cannabis flower and cannabis products in a clean, safe and fully compliant environment.
2. Ensure all cannabis that will be distributed meets regulatory requirements and has passed any and all required laboratory testing.
3. Educate qualified marijuana establishments and processing facilities owners and agents to help them better understand N'R's various strains and their effects.
4. Serve as an informational resource to businesses, customers and the community about cannabis cultivation and guidelines for safe usage.

2.5 Products

Nor'easter Remedies will cultivate and provide a range of popular and high demand cannabis strains. Upon opening, N'R will initially offer a variety of strains across sativas, indicas and hybrids. In order to meet evolving customer demands, N'R will constantly be listening to feedback and keeping an eye on the industry to ensure we always provide the best strains possible for direct customers and end users.

Nor'easter Remedies will only offer cannabis in flower form for the first two years of operations, but thereafter N'R plans to gradually enter production of a new fast growing niche cannabis product called rosin. Rosin is created by simply "squishing" cannabis flower at ~180°F on a hydraulic press and collecting the sap that comes out. This means rosin is safe and easy to produce contrary to other popular concentrates on the market that are produced using solvents such as butane or CO2 which must be purged out of the final product. As a result, rosin is considered all natural, solvent free, and safe to produce. Thanks to these characteristics, demand for rosin has seen rapid growth in legal states.



2.6 Location and Facility

Nor'easter Remedies' is applying under town and state regulations to develop a cultivation facility in a 15,162 sq. ft. standalone warehouse located at 424 Main St, Cherry Valley Massachusetts.

The 424 Main St. lot is owned by Joseph E. Loader who has granted N'R permission to operate a marijuana cultivation facility at the proposed address. N'R has entered into a ten year lease agreement on a previously unused warehouse on the property for such purposes.

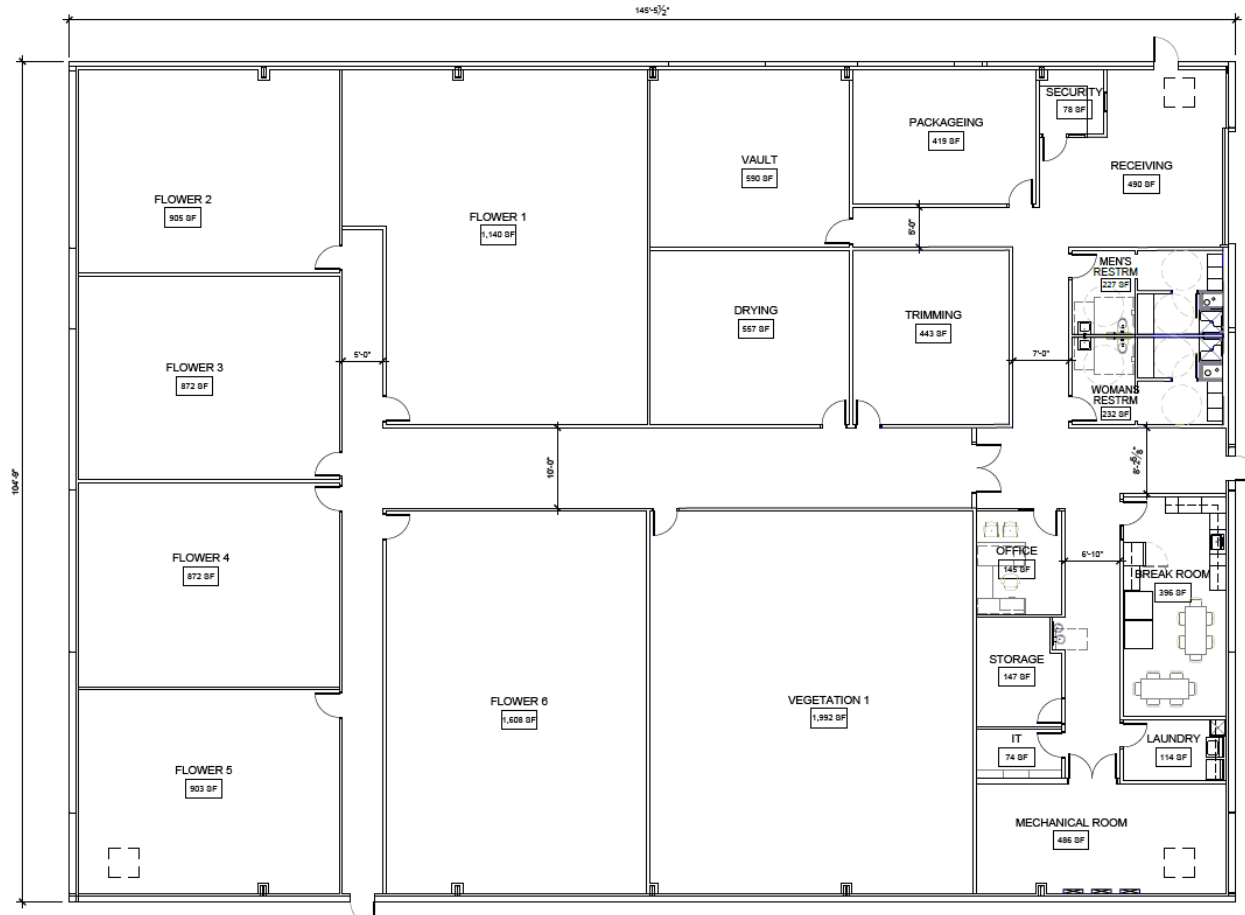
Nor'easter Remedies is working with BKA Architects to design the interior layout of the facility. BKA Architects is one of the most experienced firms in the cannabis space in Massachusetts with over 15 completed projects for cultivators and dispensaries across the state including Theory Wellness, In Good Health, Herbology and more. Plans are still evolving as the N'R team works alongside BKA to iterate the best possible layout for N'R's requirements. A current draft of the interior floor plan can be found on the next page and includes but is not limited to the following areas:

- Locked, secure, enclosed growing areas with fully sealed environment for various stages of plant growth.
- Single pump room with reservoir tanks and irrigation, fertilization, temperature control and water treatment devices to service all grow rooms.
- Distinct areas for the curing, packaging, storage, and disposal of cannabis.
- Secure vault for finished product storage prior to shipment.
- Business administration offices.
- Surveillance monitoring office.
- Employee downtime, changing, and washing areas.



Floor Plan

Please note that this version is a work-in-progress draft of the internal floor plan as it currently stands and does not necessarily represent the final layout which will be vetted and approved by the CCC and regulatory bodies before being constructed:



(Property of BKA Architects)

2.7 Alarm & Security System

N'R is working with Jensen Hughes Inc. to design and implement a fully compliant surveillance system and employee security procedures for N'R's facility and operations. Jensen Hughes is a nationwide security consultant and safety engineering firm with a proven track record in the cannabis industry. N'R's lead security officer at Jensen Hughes is Jordan Ferrantelli who has over ten years of experience in security design and consulting and recently served as security liaison for the Illinois Medical Cannabis Pilot Program application process where he reviewed and tailored dozens of marijuana establishment security plans to adhere to state law and ensure the safety and security of personnel and product.

Working in tandem with Jensen Hughes, Nor'easter Remedies will implement a comprehensive alarm and security system that is fully compliant with state laws and regulations under 935 CMR 500.110 and 500.120. N'R will implement the following measures, and more, to ensure a safe and secure facility:

- All external doors and gates will be secured by commercial locks rated to ANSI grade 1 or similar standards.
- Positive identification procedure for individuals seeking access to the premises
- Prohibiting loitering on the premises to ensure only individuals actively engaged in and permitted to do business are on the property
- Establishing Limited Access Areas pursuant to 935 CMR 500.110(D) as needed that will be accessible to the minimum number of specific employees to ensure smooth operation while minimizing security risks
- A secure and locked area to store all usable marijuana, harvested plants, and finished products when the business is not operating. All entries will be secured with a steel door in a steel frame or the equivalent and will use commercial locks.
- Ensuring all marijuana or marijuana product is kept out of plain sight and never visible from outside the establishment to the naked eye.
- An alarm system programmed to activate upon unauthorized breach of any door, window, or other point of entry; and notify staff, security team and local law enforcement,



- Extensive video camera and alarm surveillance system in compliance with all requirements under 935 CMR 500.110(E):
 - Cameras cover all areas where any marijuana items (from seed to plant to processed material or waste) will be present at any time including pathways where product will be moved
 - Cameras will cover all areas within 15 feet of all entries/exits in all directions
 - All cameras will record 24 hours a day under sufficient lighting with backups kept for a minimum of 90 days in both on-site storage and backed up remotely
 - These recordings will be available for immediate viewing by the Commission upon request
 - All recordings to be date and time stamped which shall be synchronised and set correctly without significantly obstructing the picture
 - Surveillance system will include a monitoring station in the secured offices accessible only to secure personnel and essential employees able to monitor all cameras and view backups. This room shall remain locked, not be used for any other function, and have access immediately available to the Commission upon request.
 - Surveillance system will be wired to secondary power generator to ensure operation even in the case of a power outage
 - A failure notification system will be in place to notify employees and security personnel within 5 minutes of shutdown in any case of any temporary system failure, power-outage or otherwise
 - A full perimeter alarm on all building entry and exit points and windows
 - Two “panic buttons” on the premise that can be triggered to alert security personnel and local law enforcement
 - All security equipment will be in good working order and be inspected and tested regularly at a minimum of every 30 days to ensure operation

Nor'easter Remedies will continuously monitor state, city and county regulations to ensure the facility remains compliant with all security and alarm requirements. Following completion of the layout for facility, Jensen Hughes will be implementing the aforementioned alarm and surveillance systems as well as step-by-step security plans and procedures that will be made available upon request and completion of floor plans.



2.8 Technology

Through a combination of thorough research and hands-on experimentation, Nor'easter Remedies has developed plans to utilize several agricultural technologies in order to grow the highest potency and flavorful cannabis possible. The following cultivation methods combined with constant attention to detail and will allow N'R to curate the strongest and healthiest marijuana plants that yield consumable cannabis more potent than competitors using outdated or suboptimal methods.

2.8.1 Sealed Room Indoor Cultivation

Nor'easter Remedies will use a sealed, indoor environment for cultivation to maximize quality, yield and reliable operation. The majority of profitable growers have converted to the indoor, sealed room design for precise, year round control of growing rooms. Having precise environmental control ensures the plants are growing to their full potential as well as prevention of mold and other problems.

Three Flowering rooms and two Vegetation rooms will be in staggered rotation for a harvest every 24 days and up to 15 total harvests per year. Room rotation times and procedures are designed to maximize the days per year a flower room is growing cannabis under a 12/12 flowering light cycle. Both flowering and vegetation rooms will utilize rolling benches to maximize canopy area.

Nor'easter Remedies plans on growing 6 different strains (with the capacity for 9 different strains) from selected clones. Each flowering room can hold 2-3 different strains with similar environmental requirements. Nor'easter Remedies will always be testing and experimenting new genetics to ensure our product stays competitive with the most desirable strains on the market.



2.8.2 Chip on Board (COB) LED Lighting Technology

Nor'easter Remedies will use COB LED lighting technology for high efficiency and high density growing. Compared to the industry standard HPS light, COB LEDs are up to 40% more efficient. The energy savings adds up quickly as less HVAC power is needed to cool COB LEDs. COB LEDs also produce higher quality cannabis flowers with strains testing higher in THC and terpene percentages than traditional HPS lighting technology. High density growing is possible because our PAR lighting intensity is 30% greater than the industry standard. Our growing techniques allow us to use this extra lighting intensity to increase yield with almost no diminishing returns.

Few to no commercial facilities use COB LEDs as primary lighting because they are so new, few manufacturers exist, and it is difficult for current facilities to convert from HPS to COB LED lights. Compared to HPS lights, COB LEDs change growth patterns, nutrient requirements and even flowering period length. All of Nor'easter Remedies' selected clones have been grown and tested extensively under a COB LED spectrum to ensure the effectiveness of the new technology. Our custom designed COB LED lights will separate Nor'easter Remedies and its superior product from the competition.

2.8.3 Soilless Medium and Automatic Fertilizer Injection

Noreaster Remedies will use the soilless medium Turpur (processed coconut fibers) and a top drip irrigation system to automate the watering process and minimize the volume of growing medium needed for the cultivation facility. Turpur is different from traditional coco fiber soilless mediums in that it was designed to minimize the salt-leaching aspects of coco fibers. While high yields and high quality cannabis can be grown with any type of growing medium (soil or hydroponic), our top drip soilless system is designed to minimize the manual labor of moving and potting plants as well as reducing long-term fertilizer costs.



Automatic top drip irrigation will be achieved with the Dosatron fertilizer injector system which can inject a stock solution of hydroponic nutrients using a FloraFlex top drip system. Using Dosatron drastically reduces the labor of mixing nutrients into the irrigation water while FloraFlex drip caps provide the most uniform water distribution of any automated drip system.

A custom, salt based nutrient from J.R Peters will be used as fertilizer for the nutrient solution. Using dry, salt based nutrients costs 1/10th of the industry standard premixed solutions (e.g. Botanicare, Advanced Nutrients). Compared to premixed nutrient solutions, a custom salt based nutrient can actually grow better quality plants despite the reduced cost. In addition to the founders' own experience mixing salt solutions, Nor'easter Remedies will be working with J.R Peters' new cannabis growing lab team to further customize our nutrients based on specific plant tissue samples.



2.9 Competitors

Since the adult use market is just opening, there are no current players in the recreational industry. However, Massachusetts will be allowing any licensed medical marijuana establishments to file applications to switch over into the recreational market and it is expected that over 100 vertically integrated dispensaries which are currently undergoing licensing for the medical industry will apply to move into the recreational market when it opens. Nor'easter Remedies will apply on the opening day of applications, April 1st, to ensure the best chances of being approved as early as possible in order to be one of the first wholesale cultivators awarded a license. There is no legitimate estimate on the amount of applicants there will be in the wholesale cultivator category of licensing, however, the rigid prerequisite requirements and regulations mandated by the Cannabis Control Commission will limit the number of applicants; N'R intends to meet these by April 1st, including securing a property to operate the business on. This would give N'R considerable first-mover advantage in establishing sales relationships with retailers who are just starting their operations and are looking for trusted supply partners.

A number of the ~100 medical dispensaries currently in the midst of the licensing process (Massachusetts Department of Public Health) can be expected to offer comparable top-shelf cannabis grown in their own facilities. For example, the just-opened Easthampton medical dispensary, INSA, intends to offer a "reserve-tier" cannabis flower option on their menu, pricing the "specially selected" cannabis for \$100 more per ounce than their standard bud. While this would position a dispensary like INSA as N'R's competitor, the current draft regulations enable these dispensaries as well as all other cannabis businesses in Massachusetts to buy up to 50% of their raw cannabis from wholesale cultivators like N'R. Since dispensaries that will be serving the adult-use market will have demand for all different types and potencies of marijuana, rather than dedicate the skilled labor and advanced technologies for growing premium product, their resources are best optimized by producing a mass quantity of low to medium quality cannabis while sourcing top-quality material from wholesale cultivators like N'R.



2.10 Positioning

Nor'easter Remedies' ability to concentrate on an elite cultivation style to produce only top-quality cannabis combined with analyst projections for pent-up demand and supply shortages for cannabis in Massachusetts will result in large scale dispensaries and retail outlets turning to N'R for their supply of top-shelf product. While third party test results will verify the high potency and flavor of N'R's marijuana to establish its place on the top shelf, there are a number of integral technologies and cultivation methods that N'R employs behind the scenes to ensure this positioning including COD LED lighting, coco growing medium, constant drip watering, and small scale dedicated rooms.

Only a small fraction of cultivators are implementing the innovative technology that the N'R cultivators are proficient in. LED lighting, for example, is only being used by 27% of wholesale cultivators in legal US states and of that portion, the majority are only using LEDs in a limited capacity and not as their main lighting (*Marijuana Business Daily*). Through extensive research and experimentation, N'R has confirmed that using LEDs as the primary light source increased flower quality/potency and plant yield. N'R is willing to take these extra steps that other growers have not to ensure the top quality of end product and premium positioning.

2.11 Marketing Plan

Nor'easter Remedies' marketing strategy will focus on our leading competitive advantage of consistently cultivating top-quality cannabis of popular strains with high levels of Tetrahydrocannabinol (THC), Cannabidiol (CBD), and terpene (flavor) percentages.

2.11.1 Positioning

Given the superior nature of Nor'easter Remedies' product, N'R will strive to position itself at the premium end of the market, serving demand for the highest quality cannabis. Nor'easter Remedies is confident that both direct customers (licensed marijuana establishments) and ultimate end users will recognize and value the quality of its product in order to ensure consistent demand and premium pricing.



2.11.2 Pricing

The marijuana industry, like many other agricultural industries, is based on the commodity pricing that is dictated by the economic forces of supply and demand. Therefore, the price may fluctuate depending on different locations and seasons. However, one constant across all markets is tiered pricing employed by retailers to sell varying grades of marijuana at their respective price points in order to cater to a wide range of customers. Within this tiered structure, N'R's product will be sold to the end user as top-shelf, premium cannabis. This higher retail price point allows N'R to charge more per pound for its product in wholesale transactions to retailers and social consumption establishments.

2.11.3 Promotion and Advertising

Because N'R's direct customers will be licensed retail marijuana establishments, the majority of promotion will be done business-to-business in establishing and fostering strong relationships with local retailers and social consumption establishments. N'R's combination of excellent customer service and consistently high-quality product will help cultivate long-lasting relationships with a multitude of retail outlets. These established channels allow for a back-and-forth conversation with retail partners to ensure clear visibility into end user demand and the transparency needed to meet and react to any changing preferences.

As public advertising and promotion will be heavily limited under city and state regulations, N'R will largely establish these business relationships through visiting local licensed establishments with a reputation for upstanding service and meeting those in charge of product acquisition. N'R will have a simple and effective website for prospective customers to visit and learn about the company, cultivation methods and products. An online presence is crucial in the current marketplace despite not actively advertising this presence. (As per 935 CMR 500.105(D) the website will only be accessible to users who verify they are over the age of 21)



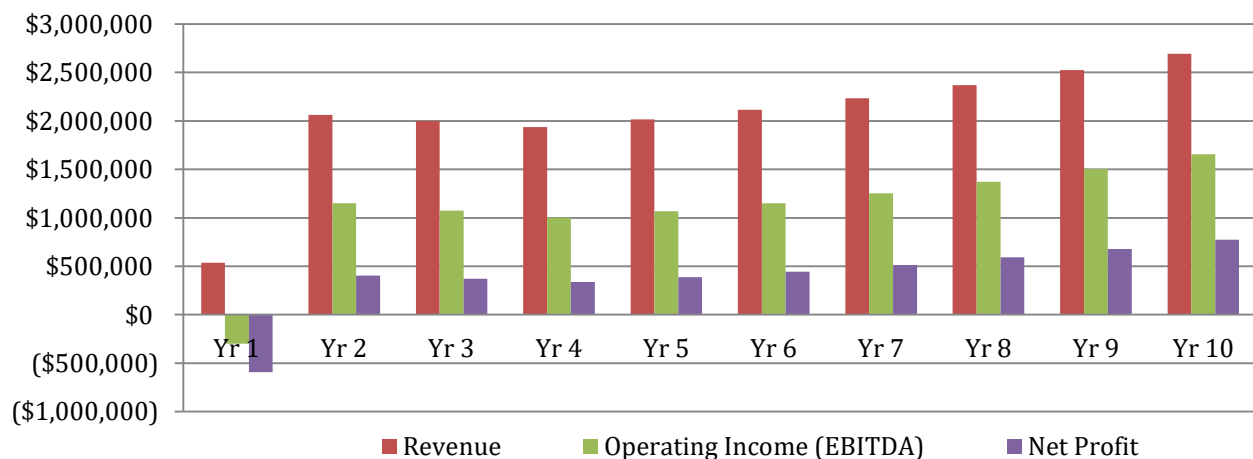
2.12 Financial Projections

Through a combination of industry-leading research estimates and contractor quotes gathered from various suppliers, Nor'easter Remedies has formulated a financial plan that aims to project revenues and costs as realistically as possible while also accounting for the uncertainties and unknowns inherent in this new industry with minimal historical data.

Financial projections in the first year are hampered by several months "downtime" at the facility required to finish state and town licensing and build out the interior of the facility before any seeds are planted, followed by another few months until those plants generate revenue. Financials for the remaining years reflect a normalized schedule of five harvests per year totaling 1,000 pounds of sellable marijuana in N'R's first full year of harvests, growing to 1,150 pounds annually in the later years thanks to ongoing process management to identify operational inefficiencies and perfect nutrient and environmental variables to further optimize plant yield as a result of operational experience. This growth in output is partially offset by increasing rent expense, declining wholesale marijuana prices, and salary increases for long-term employees. After this initial decline, revenue and profits start climbing in year three to four as N'R shifts production into higher value extracts.

Nor'easter Remedies has accumulated the projected startup costs through private investors and venture capital. All cash generated by operations will be utilized to fund ongoing operations, repay existing debt obligations, fund future expansions, and pay dividends to equity holders.

Financial Projections by Year



2.13 Milestones

Important milestones and projected dates for achieving our goals:

Securing a location	September 2018
Site plan review	December 2018
Community outreach meeting	December 2018
Negotiate host community agreement	December 2018
State/CCC Application process	January – March 2019
Facility build-out	April – July 2019
Hire and train staff	July – August 2019
Final approvals from State/CCC	August 2019
Final approvals from Town of Leicester	August 2019
Begin production	September 2019
Evaluate rosin production	September 2021



3 Operations Plan

3.1 Proposed Hours of Operation

The facility will be accessible 24 hours a day, 7 days a week but given daily light cycles in grow rooms and estimated work for processing finished product, N'R expects to carry out day-to-day tasks at the facility within the following proposed hours of operation:

- Monday: 7:00 a.m. - 9:00 p.m.
- Tuesday: 7:00 a.m. - 9:00 p.m.
- Wednesday: 7:00 a.m. - 9:00 p.m.
- Thursday: 7:00 a.m. - 9:00 p.m.
- Friday: 7:00 a.m. - 9:00 p.m.
- Saturday: 7:00 a.m. - 9:00 p.m.
- Sunday: 7:00 a.m. - 9:00 p.m.

3.2 Sourcing and Fulfillment

Acquisition

N'R will acquire all seeds, seedlings, clones, or mature plants in accordance with the state laws and regulations.

Dispensing

Nor'easter Remedies will distribute to licensed marijuana retail stores, processing facilities and social consumption establishments solely through fully licensed and established Marijuana Transporters (as defined in 935 CMR 500.050 (H) and fully compliant with the laws and procedures therein for safe transportation). Sales will be tracked via the inventory management and tracking system that will register when product is picked up from N'R's facility by Marijuana Transporters and then register its safe delivery at its destination.

Inventory Control System

N'R will implement an inventory control system utilizing the state-mandated METRC to track all cannabis through its entire growth cycle and through all chains of custody for finished product. Anytime a new clone is taken from existing stock, or a new seed is germinated, a



cultivation staff member will input its descriptive data into the plant tracking module and the program will assign a unique identifying serial number and barcode for that plant. This unique tag will be adhered to the plant or its container and as it progresses through its growth stages, its status will be updated in the system from clone, to vegetative, to flowering. The identifier tag remains constant and always stays with the plant as it moves through growth stages and rooms. When ready for harvest, the plant's unique identifier will be transposed into a new group known as a "batch." A batch can be defined as a single strain harvested from a single cultivation unit on the same day. All plants within this batch will now be identified by a new, unique "batch number" which will be used to identify and track these finished plant products through to the end user, including pick up from N'R's facility, during transport, upon arrival and weigh-in at the destination, and anytime product from that batch is then weighed out and sold to an end user. This "seed-to-sale" tracking system establishes clear visibility into the chain of responsibility as the cannabis moves from one party and facility to the next, ensuring that all product is accounted for at all stages, properly tested, and without contamination along its way to the end user.

3.3 General Policies and Procedures for Cultivation

Nor'easter Remedies has specifically designed all aspects of its cultivation plans to meet and exceed the requirements listed under 935 CMR 500, including but not limited to the procedures outlined below.

All cultivation rooms are fully sealed to contain odors, stop light pollution and eliminate airborne contaminants. Procedural methods for limited access to grow rooms and pre-entry sanitation will prevent cross-contamination throughout all cultivation phases. Environments within the cultivation rooms is strictly controlled and monitored to stay within ideal plant ranges of 68-86 degrees F, 50%-60% relative humidity and 800-1600ppm CO₂. Cultivation room entrances have high speed air blowers to prevent clothing born contaminants upon entry along with HEPA filter air scrubbers inside the rooms to capture any remaining airborne contaminants like fungal spores or dust particles. Cultivation rooms have oversized circulation fans, hallways and dehumidifiers to prevent fungal growth and plant disease while ensuring easy and safe access ways for workers. Cultivation rooms and equipment are designed so all surfaces can be sanitized during and between growing phases for additional protection.



Nor'easter Remedies will use a similar combination of procedural techniques to prevent and eliminate fungi and insects on the crop. In addition to the aforementioned room access procedures, climate control, and airflow, inside the cultivation rooms N'R has developed plans for ideal plant spacing, leaf removal and proactive application of an organic, CMR approved pesticide or fungicide solely during the plant's vegetative stage. Proactive spraying during the early stages of plant life greatly reduces the chance of fungus or insect breakout happening after the buds have formed and because spraying will only occur during the vegetative stage, before flowers begin to form, the natural pesticide residuals have ample time to break down and pose no risk to end user consumption. Nor'easter Remedies will use only the safest, fully-approved, organic pesticides or fungicides available.

Nor'easter Remedies' water supply uses a reverse osmosis system composed of a primary and backup water reservoir with UV light filter, thermometer and O2 monitors to maintain a consistently pure water source. This system ensures a clean, reliable water source. Reservoir O2 levels and temperatures are monitored to prevent growth of anaerobic bacteria in biologically active components of the nutrient delivery system. Nutrients will be mixed into the reservoir tanks in a single pump room which then delivers the nutrient rich water to the various plant rooms using automated Dosatron fertilizer injectors. The nutrient solution is created from individual types of lab grade hydroponic salts to create a complete nutrient program with the lowest levels of trace heavy metals. Use of organic additives such as kelp extract and inoculants will also be mixed into the nutrient solution.

3.4 Cultivation Process Outline

High-level outline of Nor'easter Remedies' process for cultivation procedures:

1. Strains entering the facility are germinated from seeds purchased or taken as clones from a reputable cannabis breeder or grower.
2. New seedlings and clones will mature into mother plants which produce clones needed for each complete cultivation batch. Each flower room will cultivate one type of clone per harvest cycle to ensure batch consistency.
3. 2 copies of each mother plant will be maintained in separate rooms in case one copy is lost. "Backup Mothers" are kept in a smaller separate room and are to be used as a backup copy for that strain. "Production Mothers" are located in a larger room, are the



mothers which produce clones for cultivation batches.

4. Backup Mothers are hand watered as needed under 18/6 light cycle and are manicured weekly to stay small. Clones from Backup Mothers are taken if Production Mothers need to be replaced.
5. Inventory checks for Mother plants are completed twice a week using the METRC scanning tag to prevent product diversion.
6. Freshly cut clones are inserted into "root plugs," scanned into the METRC database, and placed in humidity domes for 2 weeks or until clones have roots. Humidity domes are checked daily to ensure the clones are healthy and free of mold or disease.
7. Rooted clones will be transplanted into 5x5x5 inch containers of inert, coco-based growing media, and moved into the Stage 1 Vegetation Room. Plants will be scanned into the METRC system twice, once after the transplant and again after plants are moved into the next room. Transplanted, rooted clones are checked daily and are hand watered as needed for 2 weeks.
8. The young plants are then transplanted into 10x10x12 containers and moved into a larger room (Stage 2 Vegetation Room) outfitted with a top drip watering system. Plants are scanned into METRC before and after moving plants into Stage 2 Vegetation Room. Plants will remain here for 2 weeks. During this phase, plants will be pruned, defoliated and proactively sprayed with organic, CMR compliant pesticides.
9. Mature veg plants are then moved into a flower room and remain under an 18/6 light cycle for about 1 week depending on strain type. Plants are scanned into METRC before and after moving them into the flower room. A 12/12 light cycle will then be used until harvest.
10. Before plants are moved into a room, staff will follow standard operating procedures to prepare rooms with clean equipment and test the climate controls.
11. After plants are moved to the next stage room, the previous room, free of plants, is immediately sanitized over the next two days according the sanitation procedures.
12. During the flowering phase, plants will undergo a series of scheduled defoliation between weeks 1-5 depending on the strain.
13. Nutrient ratios for the automatic watering system are adjusted at different points of the flowering cycle. Growing media is flushed with plain water every 2 weeks to



prevent nutrient build up. A final flush is conducted during week 9 of flower and the plants will only receive plain water for the last week of flowering. Watering stops 2 days before a harvest so the growing media is dry the day of harvest.

14. Harvesting will be decided based on trichome maturity using x60 magnification. Plants are harvested when trichomes are milky white and amber. Harvest windows can arrive between 58 and 70 days of 12/12 light cycle depending on the strain.
15. Once the harvest is ready to start, two or three harvesting teams each led by a management staff member are formed to harvest mature plants. Using nitrile gloves and clean shears, branches are cut, delivered to the drying room and hung on vertically mounted polyester netting. Dead Fan leaves are removed and healthy fan leaves are left on the branches to form a protective barrier during the hanging processes. The drying room will maintain conditions of 60 degrees Fahrenheit and 55% relative humidity. Branches will dry for 8-9 days. Gentle airflow will be maintained over all the drying branches. HEPA air filters will keep recirculating air free of particles.
16. When dry branches reach ideal moisture content, branches are taken down, fan leaves are manicured, cannabis buds are removed from the branches, placed in air tight food grade buckets and stored at 60 degrees Fahrenheit in the safe room. Accurate humidity meters are placed in each bucket and checked daily to maintain an appropriate relative humidity. Once the buckets' humidity reading stay at 58% relative humidity for 2 weeks, buckets can be brought to the trimming room to begin trimming.
17. When dry marijuana flowers are placed into buckets to cure, and any time product containing buckets are handled or accessed, an inventory check will take place to prevent product diversion.



3.5 Sanitary Procedures Overview

All staff members handling marijuana, marijuana products or cultivation equipment throughout the production process will follow the requirements for food handlers specified in 935 CMR 500 Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.

All staff members will enter the facility through the entrance nearest to the locker rooms and will follow decontamination procedures. Before entering the locker rooms, all staff will step through a shoe sterilizer. After, staff members will change into clean medical scrubs, shoes and hair nets, storing their home clothes and shoes in their designated locker. Depending on a staff member's cultivation duties, it may be required that the staff member re-sterilizes, changing into a new pair of scrubs and hairnet when entering a new room. Shoe decontamination mats or disposable booties are located in front of the doors to all rooms and their use is required for entering cultivation rooms.

All staff members are expected to shower at home and wear clean clothes/shoes before commuting to their shift.

When processing marijuana, cultivating or creating MIP's, staff are expected to wear hairnets and follow proper hand washing procedures at designated hand washing stations.

Storage for processing and cultivation equipment will have accessible placement and are stored next to their appropriate decontamination materials such as lint free paper towels and rubbing alcohol.

Litter and waste will be stored in accessible, lidded waste baskets and will be removed multiple times daily to prevent fumes, odors and fungus from developing. Marijuana containing waste is placed into containers labeled "Unprocessed Marijuana Waste" and follow marijuana waste standard operating procedures.

All small tools and equipment are to be immediately sanitized with 99% rubbing alcohol after use and stored in a sanitary compartment.

Sanitation of cultivation rooms and large equipment follows Nor'easter Remedies standard operating procedure to reduce cross contamination. This involves removing and sanitizing all equipment from the cultivation room, cleaning all surfaces in the cultivation room,



returning sanitized equipment into the clean cultivation room and finally, sanitizing the small auxiliary room used to clean the equipment. Grow rooms will be fully sanitized as well when free of plants, e.g. during growth stage rotation from vegetative room to flower room

Hallways and common area floors are sanitized on a daily basis to prevent cross contamination.

If mold or pests are reported anywhere in the facility, the appropriate quarantine/sanitizing standard operating procedure is immediately executed to isolate and eliminate contaminants. These reports are documented and available for the appropriate agencies to review.

Plumbing and drainage will be designed to prevent cross-contamination and back flow of waste water.

Deliveries for disposable or single use cultivation materials are wiped down with rubbing alcohol or bleach solution upon entering the facility and are stored in a room separate from reusable cultivation equipment like nursery pots.

After any delivery, whether sending or receiving, the entrance area and hall way floor are to be mopped down with sanitizing solution. Any equipment present or used for the delivery must also be sanitized before being stored.

Areas where fungus or bacteria can grow, such as the water holding tanks and the shoe bins in the locker rooms, will have sterilizing UV lights and will be wiped down regularly.

Bathrooms and locker rooms are to be cleaned twice a week.

Clean scrubs are laundered regularly and employees will keep two clean pairs of scrubs stocked in their lockers.

Storage areas for Marijuana and (Marijuana Infused Products) MIP's will maintain conditions that prevent growth of fungus or harmful bacteria.



3.6 Marijuana Waste Processing

All solid and liquid waste composed of or containing marijuana or MIP's will be processed and disposed of according to local and state regulations.

Liquid waste will be disposed through the sewer in accordance to 314 CMR 7.00, or placed in a wastewater holding tank in accordance to 314 CMR 18.00

Solid waste containing marijuana or MIP will be made unusable by grinding the waste material and mixing in an equal weight of coco or other inert material in accordance to 310 CMR 16.00

Solid waste will be sent to a commercial incinerator in or a landfill in Massachusetts holding valid permit issued by the Department of Environmental protection.

Two staff members will witness and document the complete disposal of solid waste after it is sent to the appropriate waste processing facility.

Before marijuana waste is mixed with an inert substance, it is stored in reusable, lidded containers marked "unprocessed marijuana waste" during cultivation or trimming processes. Full containers are marked with a red sticker. Completed but partially fill containers receive a red sticker marked with a fraction estimating how full the container is. A finished half full container would have "1/2" written on a red sticker. Containers logged into the record system immediately after they are filled and after being transported to the waste processing room. Full containers are to stay in their current rooms until the end of the day.

At the end of every day, two staff members transport the bins containing unprocessed marijuana waste to the waste processing area and compare the number of bins to the day's record.

The unprocessed marijuana waste is ground up using the commercial grinding unit.

After the marijuana waste is ground up, it is weighed and documented by two staff members. An equal weight of coco or inert material is then added to the ground cannabis waste.

The complete 50/50 percent mixture is weighed, documented into the record system and loaded into the waste disposal unit.



24 hour surveillance cameras will thoroughly record all processes involved in the processing and transportation of solid marijuana waste.

Two staff members will always be present when processing, weighing and recording marijuana waste to prevent product diversion.

Liquid waste generated by Nor'easter Remedies will be less than 2000 gallons per day and should not require a special permit. Liquid waste will not contain hazardous or volatile material and is composed of diluted hydroponic nutrient solution and organic agricultural inoculants. All liquid waste discharged into the sewer will comply with local regulations and 935 CMR 500.105(12).

3.7 Record Keeping Procedures

Nor'easter Remedies' internal records and financial records are maintained in accordance with Generally Accepted Accounting Principles. N'R's records are available for inspection by the CCC upon request. Written records that are maintained and available for inspection by the Commission include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- Written operating procedures as required by 935 CMR 500.105(1);
- Inventory records as required by 935 CMR 500.105(8);
- Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- The following personnel records:
 - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. N'R records will be maintained for at least 12 months after termination of the individual's affiliation with N'R and will include, at a minimum, the following:
 - all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - documentation of verification of references;



- the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- documentation of periodic performance evaluations;
- a record of any disciplinary action taken; and
- notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Financial records: N'R maintains its financial records within QuickBooks, including all retail and wholesale revenue, all expenses, wages, capital expenditures, liabilities, and all other items that would appear on N'R's profit and loss or balance sheet. These records cover:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, including journals, ledgers, and supporting documents,
 - Sales records including the quantity, form, and price of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.
- Waste disposal records as required under 935 CMR 500.105(12); and In the event of closure, N'R will maintain all records for at least two years in a form and location acceptable to the Commission.



3.8 Staffing Plan

Human resources are an extremely important asset and N'R will screen new applicants very carefully including in-person interviews, detailed state and nationwide criminal history screenings and reference checks. All employees will be licensed with the state marijuana commission before being allowed to work on the premises. Salaries and benefit packages for employees will be competitive with those offered by similar firms operating in the area. Management will regularly meet with and review each employee's performance to ensure continual development and satisfaction with work conditions. N'R intends to foster talent from within by ensuring employees have access to the best training and resources they need. Furthermore, employees will be rewarded for long-term commitment to the company through increased pay and promoting from within.

Nor'easter remedies will require between five and seven full time trimmer/harvesters in addition to the managing partners, depending on the flowering rooms' yield capabilities. Nor'easter remedies will hire five initial fulltime trimmer/harvesters and adjust the number of employees as needed depending on flower room yields and trimming efficiency.

Full-time trimmer/harvesters are expected to work 40 hours a week Monday through Friday receiving hourly pay based on their experience, efficiency of manicuring and time spent with the company.

The main duties of trimmer/harvesters include harvesting plants, trimming raw plant material into sellable product, and routine fan leaf defoliation. On occasion, trimmer/harvesters may also be asked to assist with cleaning equipment, horticultural room scrub downs and transporting plants from room to room.

On most days, trimmer/harvesters will spend the full work day (8 hours) trimming cannabis. Approximately every 25 calendar days, a harvest window will open and four to six trimmer/harvesters will spend two full work days harvesting plants alongside two managers. Additionally, within those 25 calendar days, four trimmer/harvesters will spend a full work day to help defoliate fan leaves alongside two managers during the third week of 12/12 flowering light cycle.



3.9 Diversity Plan

Nor'easter Remedies is an equal opportunity employer. With regard to hiring and staffing, N'R's goal is simply to attract and retain the best individuals that we can. Ethnicity, gender, veteran status, disability, religion, and sexual orientation are simply not considered when screening or hiring applicants for employment with the company. Compensation is equitable throughout the company, and is commensurate with experience, job responsibilities, and market conditions. We hire based on ability to perform job duties, proven track record, applicable qualifications, professional references, clean background, and our best judgment as to trustworthiness.

3.10 Plan to Positively Impact the Community

Nor'easter Remedies' plan to positively impact its host community includes:

- Plan to hire five to seven full-time employees selecting from applicants in the local community where possible and permissible by law.
- N'R is occupying a facility that was previously unused and seeking occupancy.
- Upon reaching full operating capacity N'R's annual tax contributions to the State of Massachusetts will be significant and a portion of which will flow back to Leicester.
- N'R is providing a safe, regulated option for consumers of marijuana products. Every product to be sold will first be tested by a third party lab for potency as well as contaminants. The test results are available to be verified by the consumers and any product that doesn't pass minimum testing thresholds will not be sold.
- N'R plans to enter into a Host Community Agreements with the Town of Leicester in which N'R is willing to offer the highest financial impact fee allowed by statute, contributing a further 3% of annual revenue to the Town.
- Following repayment of debt obligations, N'R will look to divert a percentage of profits towards local, non-profit, charitable organizations.



Nor'easter Remedies' plan to positively impact areas of disproportionate impact:

- N'R plans to solicit applicants from all nearby towns with a focus on Worcester, Spencer, and Southbridge which are the nearest communities defined by the Cannabis Control Commission as areas of disproportionate impact.
- N'R plans to teach all new employees the necessary job skills and training needed to succeed in the cannabis industry, ensuring that our employees are well equipped to make a living and career in this field if they so choose, regardless of their background or level of previous skills.





1764 Main Street
Leicester MA 01524
Info@cultivatemass.com
(508) 859-8130

Leicester Select Board,

Our team has been working night and day to continue to improve our operation and continue to be the good neighbor we set out to be. We will be continuously working to continue to improve and hear from our neighbors and the town to improve, below are some of the initial steps we have taken.

- Additional 80 spaces
- Improved efficiencies with positioning of cars in lot
- Increased lot attendants and security
- Repositioning of police detail/ security guard to Watson
- Lot attendant for Breezy Garden as needed
 - o Provided our contact information if they have any concerns. We are always available
- Added two info signs we can update in real time
 - o Know when lot is full and closed for the day
 - o Communicate where entrance/exit is
- Provided lighting for entrance/exit for safety
- Paying for all Police details for Leicester and Spencer
- Using ticket system to avoid unauthorized parking and walk ins
- Worked with neighbors to add additional no parking signage and monitor unauthorized parking
- Met with neighbors, heard and acted on concerns

From these improvements we had no queue on the road and currently have half of our parking lot empty. Our staff have increased throughput of customers which have also resulted in a lower wait time. There is no to minimal traffic on route 9. We invite and encourage any selectmen to tour the operation. Please always feel free to call, text or stop by anytime on any day with any questions or concerns as soon as possible so we can address them.

Sincerely,
The Cultivate Team



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

JOB POSTING

POSTED: December 5, 2018

POSTING TYPE: Provisional Promotion per Civil Service

NOTICE: Full-Time

CLASSIFICATION: Interim Police Lieutenant

GRADE: TBD

DEPARTMENT: Leicester Police Department

REQUIREMENTS: Per Attached Job Description

WAGE: HOURLY PER UNION SCALE

AVAILABLE: December 31, 2018

APPOINTING AUTHORITY: SELECT BOARD

All interested, qualified candidates should submit a letter of interest, along with a resume to Human Resources, Town of Leicester, 3 Washburn Square, Leicester, MA 01524, or by email at hr@leicesterma.org. Resumes must be received by December 13, 2018

Posted: Town Hall, Police Station

The Town of Leicester is an Equal Opportunity Employer

Position Title:	Police Lieutenant	Grade Level:	TBD
Department	Police Department	Date:	12/05/18
Reports to:	Police Chief	FLSA Status:	Non-exempt

Statement of Duties:

The purpose of this position is to perform supervisory and general or special duty police work in the maintenance of law and order, in the protection of life and property, in the prevention and suppression of crime, and in the day-to-day administration of the department; all other related work as required. The Police Lieutenant is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervisory Responsibility:

Supervision Scope: Performs responsible functions requiring frequent application of independent judgment required to solve problems and situations not falling clearly or concisely within limitations of established standards or precedents.

Supervision Received: Works under the general direction of the Chief of Police and in accordance with applicable Massachusetts General Laws, town policies and bylaws, and relevant state, federal, and local regulations and standards. Generally establishes own work plan and completes work in accordance with established departmental policies and standards; only unusual cases are referred to supervisor.

Supervision Given: Supervises all subordinate officers, assigning tasks and providing instructions, training new employees in proper work procedures, evaluating work performance, and making recommendations to the Chief pertaining to disciplinary actions. In the absence of the Chief, serves as Acting Chief of Police.

Confidentiality: In accordance with the State Public Records Law, the employee has regular access at the departmental level to a wide variety of confidential information, including official personnel files, CORI records, internal affairs investigations, client or department records, collective bargaining negotiations, criminal investigations, and court records.

Job Environment:

Administrative work is performed under typical office conditions. When performing patrols, during emergencies or when conducting investigations, is exposed to varying weather conditions and situations endangering personal safety. Ability to work flexible hours including working outside normal business hours. Also, may be contacted at home at any time to respond to important situations and emergencies.

Operates a motor vehicle, all police equipment, computer, and other standard office equipment; required to wear appropriate uniform and equipment.

Makes frequent contacts with the general public, other public officials, other town departments/boards, hospitals/treatment centers, other municipal police departments, members of the legal community, and other governmental agencies including the State Police, D.Y.S., and

- Essential tasks as set forth in the “Massachusetts PD – Lieutenant – Task Survey Analysis - Lieutenant Essential Tasks”.

Minimum Qualifications:

One year of experience (after certification) as a full time permanent Sergeant at the Leicester Police Department. (See M.G.L. Chapter 31 section 59)

Special Requirements:

- Possession of a valid Massachusetts motor vehicle operator’s license.
- Certification as a Police Officer from the Massachusetts Criminal Justice Training Council (or its successor).
- Certification in CPR, First Responder and LEAPS/CJIS.
- Possession of a valid License to Carry Firearms.
- Qualify with firearm(s)

Knowledge, Ability and Skill:

Knowledge: Working knowledge of the statutes, local laws, law enforcement rules and regulations, and the court system. Thorough knowledge of rules of conduct as they pertain to a law enforcement officer carrying out duties (i.e., arrest, search and seizure, investigative detention, Miranda warnings, use of force, etc.). Thorough knowledge of police facilities, equipment and operations. Knowledge of the rules and regulations that govern the use of force, police pursuits, roadblocks, and other emergency tactics when attempting to apprehend fleeing violators.

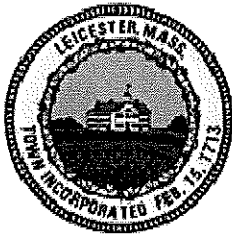
Ability: Ability to enforce the law impartially and to make sound judgments under stressful situations. Ability to communicate clearly and concisely, orally and in general or detailed instructions. Ability to lead and supervise subordinates. Ability to analyze and interpret laws, by-laws, rules regulations, standards, and procedures, and apply them to specific situations and cases. Ability to conduct thorough criminal investigations and investigations into other matters presented on a case-by-case basis. Ability to work in a high stress environment on a regular basis. Ability to maintain privacy regarding personnel and citizen’s personal issues. Ability to remain calm, concentrate and perform all responsibilities in a competent manner at all times.

Skill: Excellent verbal and written communication skills and problem solving abilities. Skill in operating the above mentioned tools and equipment.

Physical Requirements:

Ability carry out all of the functions set forth in this job description and the essential tasks as set forth in the “Massachusetts PD – Lieutenant – Task Survey Analysis - Lieutenant Essential Tasks” which has been incorporated into this document as an attachment.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR
Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

JOB POSTING

POSTED: December 5, 2018

POSTING TYPE: Provisional Promotion per Civil Service

NOTICE: Full-Time

CLASSIFICATION: Interim Police Chief

GRADE: N/A

DEPARTMENT: Leicester Police Department

REQUIREMENTS: Per Attached Job Description

WAGE: Salaried; FLSA exempt

AVAILABLE: December 31, 2018

APPOINTING AUTHORITY: SELECT BOARD

All interested, qualified candidates should submit a letter of interest, along with a resume to Human Resources, Town of Leicester, 3 Washburn Square, Leicester, MA 01524, or by email at hr@leicesterma.org. Resumes must be received by December 13, 2018.

Posted: Town Hall, Police Station

The Town of Leicester is an Equal Opportunity Employer

Town of Leicester, Massachusetts
Job Description

Position Title:	Police Chief	Grade Level:	N/A
Department	Police Department	Date:	12/05/18
Reports to:	Town Administrator	FLSA Status:	Exempt

Statement of Duties: The Police Chief is the chief municipal law enforcement officer in accordance with M.G.L. c.41, section 97A responsible for the overall supervision of a major department of the Town in a civil service, union environment; responsibilities include short and long-term planning, administration, staffing, policies, rules and regulations governing the operation of the Department and the enforcement of all laws and by-laws and to preserve life, maintain public peace and to protect property within the Town of Leicester's legal jurisdiction. The employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the Town Administrator and Town policy direction of the Select Board, working from municipal bylaws, goals and objectives and in accordance with state and federal regulations and laws; the employee establishes short and long-range plans and objectives for a major department of the Town; establishes Department and employee performance standards and assumes direct accountability for department results. Consults with the Town Administrator and the Select Board where clarification, interpretation, or exception to municipal, non police policy may be required. The employee exercises responsibility in the development of department operating and capital budgets and the recruitment and training of employees. The employee is expected to resolve all conflicts, which arise and coordinate with others as necessary.

Supervisory Responsibility: The employee is accountable for the direction and success of a major department of the Town including programs and services accomplished through others. The employee is responsible for analyzing program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The employee typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including recommending hiring, training and disciplining of employees.

The employee supervises a major department of the Town consisting of nineteen (19) full-time officers and 1 full-time administrative staff member. Work operations are subject to frequent, abrupt, and unexpected changes in deadlines, volume of work, sudden emergencies, and goals due to uncontrollable or unpredictable circumstances. Large numbers of employees are physically separated for substantial portions of time due to multiple work shifts or concurrent work.

Town of Leicester

Police Department
Interim Police Chief
12/5/18

Town of Leicester, Massachusetts
Job Description

Confidentiality: In accordance with the State Public Records Law, the employee has regular access at the departmental level to a wide variety of confidential information, including official personnel files, CORI records, internal affairs investigations, client or department records, collective bargaining negotiations, criminal investigations, and court records.

Judgment: Guidelines, laws or regulations provide guidance for performing the work. They may be in the form of administrative or organizational policies, general principles, state or federal legislation or directives that pertain to the police department or functional area within the department. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of established guidelines, laws (state or federal), regulations or policies. The employee is recognized as the department's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies.

Complexity: The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

Work Environment: The work performed requires a high degree of individual tolerance to combinations of extremely unpleasant elements, or mental stress from constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well being and/or safety may be compromised. The employee is required to regularly work beyond normal business hours in response to emergency situations 24/7, 365 days per year or to attend evening meetings.

Public Contact: Employee has constant interaction with local, state, and federal government officials, community leaders and any other individuals to protect and promote government relations and the municipality's overall interest. Employees must possess a high degree of diplomacy and judgment. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations that may influence the well being of the municipality, residents and business services. It is understood that at times the Police Chief's interpretation or public comments may conflict with the Town's position of issues.

Accountability: Duties include department level responsibility for technical processes, service delivery, contribution to municipal wide plans and objectives, and fiscal responsibility for the department including buildings, equipment and staffing utilization consistent with the level of resources provided. Consequences of errors, missed deadlines or poor judgment could severely jeopardize department programs or services, have adverse public relations, personal injury, extensive financial and/or legal repercussions to the Town, and danger to public health/safety.

Town of Leicester, Massachusetts
Job Description

Occupational Risk: Duties may involve exposure to hazardous life threatening conditions. Job duties may entail the possibility for serious personal injury or exposure to conditions that could result in total permanent disability or loss of life such as when restraining violent persons. For example, danger of physical attack or work during extreme weather conditions as well as direct exposure to communicable diseases. Extreme care and safety precautions are required at all times in order to prevent personal injury.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Plans, coordinates, controls, and directs the provision of police law enforcement operations, as well as the development of the department's organization structure including staffing in order to enforce all laws which the Department or its officers have the authority to execute and the level of resources provided including emergency management, Homeland Security and in accordance with the town's personnel bylaw and the department's collective bargaining agreements.

Organizes, directs and controls all resources to establish a daily routine and tasks for all personnel of the Department including the most effective utilization of all department resources as determined by the Police Chief.

Responsible for indentifying, evaluating, and managing the risks and hazards impacting public safety and the quality of life in the community.

Provides and oversees the organizational structure and employee performance of all department staff including professional development, training, discipline, maintenance of equipment, crime prevention, suppression of crime, community policing as well as maintaining the efficiency and effectiveness of all department personnel.

Prepares and coordinates the presentation of the department's annual operating and capital budgets as well as funding requests; directs the administration of the departments' budgets; plans for and reviews specifications for new or replaced equipment, and controls the expenditures of the department within annually budgeted appropriations.

Reviews, administers, and develops the department's operating and capital budget plans and Town Meeting requests to insure adequate and timely replacement and/or repair of department capital equipment.

Responds to incidents and ensures command at the scene of emergencies in accordance with department policies and training.

Town of Leicester, Massachusetts
Job Description

Oversees the maintenance of the police department building, grounds, equipment and fleet; maintains and controls access to police department records, statistical data, evidence and property control in a manner consistent with the level of resources provided.

Represents the Town at various local and/or state ceremonial events based upon availability.

Communicates with and attends public events as requested by various local organizations, service clubs and civic groups based upon availability.

Prepares and implements department policies and operating practices and participates when available.

Initiates the investigations of alleged or apparent misconduct by Department personnel as required.

Reviews search and arrest warrants; appears and testifies as a witness in an official proceeding to assist the department's role in the judicial and administrative process.

Oversees the design and implementation of the department's community relations, press releases, relations with the media, and community policing programs; attends related meetings as required and when available.

Provides information and reports regarding the police department's activities and operations as may be required.

Conducts independent research and prepares various reports for local, state and federal authorities as required regarding department operations.

Coordinates and cooperates with local, Campus, State and federal law enforcement authorities such as Emergency Management and Homeland Security as the Police Chief deems necessary.

Responsible for communication with the public, media, local, state, and federal officials relating to all activities of the department; coordinates with other local, campus, state, and federal agencies as situations dictate.

Establishes a routine of daily duties to be performed by officers as designated by the Police Chief and designates an officer to assume command of the Department (as per command protocol) in his/her temporary absence; ensures that all members of the department have available to them copies of the Department's Rules, Regulations, Policies, and Procedures.

Promulgates all General, Personnel, and Special Orders of the Department and issues orders, written and oral consistent with the powers, duties and responsibilities of the Police Chief position.

Town of Leicester, Massachusetts
Job Description

Informs himself/herself of the affairs of the department including the analysis of reports, statistics, and other information to recognize trends and develop response measures to be assured that the duties and responsibilities of subordinates are being properly discharged.

Exercises general supervision and inspection of all public places within the Town and causes the laws and ordinances concerning them to be obeyed.

Ensures that all department personnel are kept abreast of new statutes or changes in existing laws, techniques, methods of safety and other developments in the field of law enforcement.

Oversees the custody of all funds, evidence, and personal property submitted to the Police department.

Responsible for the administration and issuance of firearms licenses in accordance with State law.

Recommended Minimum Qualifications:

Education and Experience: In accordance with the State Civil Service law, a Master's Degree or a specialized, master craftsman level of trade knowledge in Criminal Justice, Public Administration or a related field; more than ten (10) years of experience in the law enforcement field with at least five (5) years experience at a command or supervisory level; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements:

Valid Massachusetts Class D Motor Vehicle Operator License
CPR/First Responder and Defibrillator Certification
MPTC Certification as a Massachusetts full-time police officer (or equivalent)
Massachusetts Class A License to carry firearms
Incident Command (ICS 100, 200, 300 and 700)

Knowledge, Abilities and Skill

Knowledge: Extensive knowledge of pertinent Mass. General Laws (Chapter 150E-collective bargaining, 111F, FLSA, Civil Service, etc), Town By-laws, federal, constitutional, and statutory laws, Town Bylaws and Ordinances, as well as the principles and practices of modern police administration and law enforcement methods and techniques (i.e. community policing etc); extensive knowledge of the standards by which the quality of police service is evaluated and the use of police records and their application to police administration; thorough knowledge of statutes and ordinances relating to law enforcement; the ability to plan, organize, and direct the work of a large number of subordinates performing varied operations connected with police activities. Working knowledge of the criminal and juvenile justice systems. Working knowledge of budgeting, personnel management, fleet management, facility management, and

Town of Leicester, Massachusetts
Job Description

occupational risk management. Knowledge of technology such as Office Software (word processing, spread sheet applications) and specialized police software in support of department operations and administration including the Internet and web site technology that is consistent with the level of training provided by the Town.

Abilities: Ability to supervise subordinates and delegate authority as required in a positive and effective manner and to delegate authority efficiently; ability to establish and maintain harmonious and productive working relationships and maintain discipline and morale with employees in a union environment; maintain effective working relationships with town officials, town departments, local, county, state, and federal law enforcement officials, and the public; ability to plan, assign, direct and review the work of subordinates and to direct large scale operations of personnel and equipment making sound judgments under stressful life-threatening situations; ability to deal with members of the public in a diplomatic and effective manner and to deescalate violent situations and combative individuals. Ability to perform the duties and functions of a police officer and operate equipment including motor vehicles in emergency situations under adverse weather and/or road conditions. Ability to exercise sound judgment and to enforce local ordinances, state and/or federal laws and regulations in an impartial manner. Ability to plan, produce and present reports in a comprehensive, clear and concise manner.

Skill: Proficient oral and written communication skills. Effective leadership and supervisory and personal computer software skills in support of department operations. Effective business management skills such as budget management.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical and Mental Requirements: In accordance with the State Civil Service law, work involves frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time, or regular travel on foot or bicycle over rough terrain or barriers, or the potential need to subdue or restrain violent persons or animals.

Motor Skills: Duties may involve close hand and eye coordination and physical dexterity. Manipulation and motor control under conditions that may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed to safely operate emergency vehicles at high rates of speed or to fire a gun.

Visual Skills: In accordance with the State's Civil service law, visual demands require the employee to constantly read documents for general understanding and analytical purposes, as well as to review non-written materials such as maps or blue prints. Employee is also required to constantly determine color differences.

Town of Leicester, Massachusetts
Job Description

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.

**PERMIT/LICENSE FORM FOR NEW BUSINESSES
TOWN OF LEICESTER**

Date Issued 10/10/18

Date Submitted 11/5/18

Business Name <u>Davis Auto Repair</u>	Applicant Name <u>RANDY DAVIS</u>
Type of Business <u>Motor Vehicle Repair</u>	Applicant Address <u>11 Green St Leicester, MA 01524</u>
Manager <u>RANDY DAVIS</u>	Applicant Phone <u>508 892 4263</u>
Business Address <u>1655 Main St Leicester, MA 01524</u>	Are you a US Citizen? <u>(yes)</u> or No
Business Phone <u>508-892-4263</u>	Are you a permanent resident? <u>(yes)</u> or No

	Permit Type	Issued By	Approval Date		Permit Type	Issued By	Approval Date
Zoning (Town Hall, 1st Fl.)				Fire Dept (must call)			
508-892-7003	<u>OK</u>	<u>JMB</u>	<u>10-09-18</u>	508-892-7022	<u>OK</u>	<u>Wm</u>	<u>10/5/18</u>
Kelly Conroy				Leave a message			
notes:				notes:			
Planning (Town Hall, 1st Fl.)				Code (Town Hall, 1st Fl.)			
508-892-7019	<u>n/a</u>	<u>MBB</u>	<u>11/21/18</u>	508-892-7003	<u>OK</u>	<u>Jeff</u>	<u>11-20-18</u>
Barbara Knox				Kelly Conroy			
notes:				notes:			
Conservation (Town Hall, 1st Fl.)				Gas/Plumbing (Town Hall, 1st Fl.)			
508-892-7007	<u>n/a</u>	<u>MBB</u>	<u>10/24/2018</u>	508-892-7003 <u>John Dolen</u>	<u>Business</u>	<u>JD</u>	<u>10-30-18</u>
Barbara Knox				Kelly Conroy <u>508 814 5505</u>			
notes:				notes: <u>There is no gasoline trap as required by Code</u>			
Assessor (Town Hall, 2nd Fl.)				Electrical (Town Hall, 1st Fl.)			
508-892-7001	<u>N/A</u>	<u>John</u>	<u>10-19-18</u>	508-892-7003 <u>John Markley</u>	<u>NA</u>	<u>10/20/18</u>	<u>John</u>
Kathy Asquith				Kelly Conroy			
notes:				notes: <u>508 769 6707</u>			
Tax Collector (Town Hall 2nd Fl.)				Health (Town Hall, 1st Fl.)			
508-892-7004	<u>N/A</u>	<u>OC</u>	<u>10/29/18</u>	508-892-7008	<u>NA</u>	<u>10/31/18</u>	<u>JD</u>
Amy Perkins				Kelly Conroy			
notes:				notes:			
Police Dept (90 S. Main St.)				Town Clerk (Town Hall, 2nd Fl.)			
508-892-7010 x2010	<u>n/a</u>	<u>JA</u>	<u>10/11/18</u>	508-892-7011 (SECOND TO LAST)	<u>OK/NO</u>		
Chief James Hurley				Deborah Davis			
notes: <u>Comply w/ mbl & local by laws etc</u>				notes:			
Select Board (Town Hall, 2nd Fl.)				The purpose of this form is to assist the applicant in obtaining departmental sign-offs required to open a new business. Please note that the Town Clerk and Board of Selectmen will not sign off until all other signatures have been obtained. Should you need assistance contact the Town Administrator's office at 508-892-7000.			
508-892-7000 (LAST)	<u>MV repair</u>	<u>KCF</u>	<u>11/5/18</u>				
Kristen Forsberg							
notes: <u>lic address change</u>							



TOWN OF LEICESTER VEHICLE LICENSE APPLICATION

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for the following license(s):

Class I _____ Class II _____ Class III _____ Motor Vehicle Repair Shop ☒ Auto Body Repair Shop _____

1. Business Name Davis Auto Repair
Business Address 1655 Main St Leicester, MA 01524
Business Phone 508 892 4263 Cell phone _____ Fax _____
Email address rddavisauto@aol.com

2. Is the above business an individual, co-partnership, an association or a corporation? corporation

3. If an individual: State full name _____ Home Phone _____
Residential Address _____

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Randy Davis
Secretary Randy Davis
Treasurer Sharon Davis

6. Are you engaged principally in the business of buying, selling, or exchanging motor vehicles? No

If so, is your principal business the sale of new motor vehicles? _____

Is your principal business the buying and selling of second hand motor vehicles? _____

Is your principal business that of a motor vehicle junk dealer? _____

If not, what is your principal business on this site? Motor Vehicle Repair

How many vehicles will be for sale on the site? _____

Where will the vehicles be parked? _____

Hours of operation for sale of motor vehicles _____

Business hours (if vehicle sales are not your principal business) 7am - 4pm Monday - Friday

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

Motor vehicle Repair inside building, vehicle inspections, along with office

8. Are you a recognized agent of a motor vehicle manufacturer? No
(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? _____

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO
(Yes or No)

If so, list City/Town _____

Did you receive a license? _____ For which year(s)? _____
(Yes or No)

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? NO
(Yes or No)

If so, explain why _____

Sign your name in full Randy Davis

(Duly authorized to represent the concern herein mentioned)

Home Address 116 Green St Leicester MA

Home Phone 508-892-4263

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH FULL INFORMATION, AND FALSE STATEMENTS HEREIN MAY RESULTS IN THE REJECTION OF YOUR APPLICATION OR THE SUBSEQUENT REVOCATION OF YOUR LICENSE IF ISSUED.

Note: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation _____
(Approved or Disapproved)

License No. _____ granted _____ 20 _____ Fee \$ _____

Signed _____

	2019 LICENSE RENEWALS COMMON VICTUALLER & MISC. SELECT BOARD MTG 12/10/18	
Common Vic & Gen Ent	Barbers Crossing Inc	861 Main Street
Common Vic	Bill's Pizza and Restaurant	1141 Stafford Street
BYOB	Bill's Pizza and Restaurant	Contingent on Tips Training
Junk Dealer	Blue Collar Vintage Salvage	468 Auburn Street
Common Vic	Buddy's Spa	1080 Stafford Street
Common Vic	Castle Restaurant	1230 Main Street
Common Vic	Cheoy Lee's III/Jade Fun Inc.	1205 Main Street
Common Vic	Compass Group USA Inc. d/b/a Chartwells @ Becker	964 Main Street (attn: dining hall)
Common Vic	Cherry Valley Legion Post #443	167 Main Street
General Ent	Cherry Valley Legion Post #443	167 Main Street
Games	Cherry Valley Legion Post #443	167 Main Street
Sunday Ent	Cherry Valley Legion Post #443	167 Main Street
Common Vic	Leicester Donuts, Inc. (Dunkin Donuts)	1081 Main Street
Common Vic	Ellers	190 Main Street
Common Vic	Fraternal Order of Eagles Leicester/Spencer #4541	850 Main Street
Common Vic	Gigueres	148 Main Street
Xmas Tree	George MacDougall	449 Main Street
Common Vic	Hillcrest Country Club	325 Pleasant Street
General Ent	Hillcrest Country Club	325 Pleasant Street
Games	Hillcrest Country Club	325 Pleasant Street
Common Vic	Hot Dog Annie's	244 Paxton Street
Common Vic	Leicester Country Club Inc.	1430 Main Street, PO 138
General Ent	Leicester Country Club Inc	1430 Main Street
Sunday Ent	Leicester Country Club Inc	1430 Main Street
Common Vic & Gen Ent	Leicester Rod & Gun Club, Inc.	1015 Whittemore Street - Box 282
Common Vic & Gen Ent	Karol's Korner	610 Pleasant Street
BYOB	Karol's Korner	Contingent on Tips Training
Common Vic & Gen Ent	Knights of Columbus (a/k/a Leicester Social Club)	91 Mannville Street
General Ent & Games	National Entertainment Network LLC (WalMart)	20 Soojian Drive
Common Vic & Games	Northeast Pizza	1205 Main Street
Common Vic, Gen Ent & Games	Shannon-Davis Legion Post #205	171 River Street - Box 383
Common Vic	Subway of Leicester	1199 Main Street
Common Vic	Shri Vishnu Inc. - DBA Subway	20 Soojian Drive
Xmas Tree	Tatnuck Driving Range	55 Marshall Street

**SELECT BOARD MTG.
12/10/ 2018**

**LIQUOR LICENSE RENEWAL
REQUEST**

License Type	Business Name	Address
Liquor, Vets Club	Cherry Valley Legion Post #443	167 Main Street
Liquor, Vets Club	Shannon-Davis Legion Post #205	171 River Street
Liquor, Club	Knights of Columbus #4528	91 Mannville Street
Liquor, Club	Leicester Rod & Gun Club Inc	1015 Whittemore Street
Liquor, Package	Jan's Package Store	385 Main Street
Liquor, Package	Leicester Package Store	869 Main Street
Liquor, Package	Harshtej Inc.	1044 Main Street
Liquor, Package	She Crystal Inc	875 Pleasant Street
Wine/Malt, Package	Saint Antony Inc.	1060 Main Street
Liquor, Restaurant	Castle Restaurant Inc	1230 Main Street
Liquor, Restaurant	Leicester Golf Management LLC	1430 Main Street
Liquor, Restaurant	Barbers Crossing Inc	861 Main Street
Liquor, Restaurant	Eller's	190 Main Street
Liquor, Restaurant	Hilltop Management CC LLC	325 Pleasant Street
Wine/Malt, Restaurant	Northeast Pizza	1205 Main Street
Liquor, Restaurant	Eastern Pearl LLC	1060 Main Street, Suite 1
Liquor, Club	Fraternal Order of Eagles Leicester Spencer 4541 Inc.	850 Main Street

VEHICLE LICENSE RENEWALS

CLASS II, MV REPAIR, AUTO BODY REPAIR

SB MEETING 12/10/18

License Type

CL 2	A-C Used Cars & Trucks	719-721 Pleasant St
MV	Anderson, Ronald O.	125 Green Street
CL 2	Blue Collar Vintage Salvage	468 Auburn Street, Cherry Valley 01611
CL 3	Blue Collar Vintage Salvage	
MV	Breezy Bend RV Center Inc	1655 Main Street
AB	Buckley Auto Body	22 Mill Street
CL 2	Buckley Auto Body	22 Mill Street
MV	Buckley Auto Body	22 Mill Street
AB	Classic Automotive Inc	1323 Main Street
CL 2	Classic Automotive Inc	1323 Main Street
MV	Classic Automotive Inc	1323 Main Street
Rental	Classic Automotive Inc	1323 Main Street
AB	Coderre Auto	81 Huntoon Memorial Hwy
CL 2	Coderre Auto	81 Huntoon Memorial Hwy
CL 2	Convenient Auto Repair & Sales	1135A Stafford Street, P.O. Box 470
MV	Convenient Auto Repair & Sales	1135A Stafford Street
CL 2	C. Siwek Auto	350 Marshall Street
MV	Davis Auto Repair, Inc.	1655 Main Street
AB	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
CL 2	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
MV	Deer Pond Auto Repair Service Inc	14 Huntoon Memorial Hwy
MV	Desmarais Auto Repair	1067 Stafford Street
AB	Entwistle's Garage	800 Main Street
CL 2	Entwistle's Garage	800 Main Street
MV	Entwistle's Garage	800 Main Street
CL 2	Ernie's Cars	515 & 517 Main Street
CL 2	G & L Auto Sales	449 Main Street
MV	Mac's Auto Repair	490 Main Street
AB	Prestige Auto Center Inc.	200 South Main Street
CL 2	Prestige Auto Center Inc.	200 South Main Street
MV	Prestige Auto Center Inc.	200 South Main Street
MV	Raul's Automotive	81 South Main Street
CL 2	Raul's Automotive	81 South Main Street
CL 3	Warren's Auto Wrecking Inc	20 Pryor Road
MV	Worcester County Welding	101 Huntoon Memorial Hwy
MV	Wal-Mart Superstore #3409	20 Soojian Drive
CL 2	Route 9 Auto Group	1323 Main Street



Leicester Police Department

90 South Main Street
Leicester, MA 01524

www.leicesterpd.org



□ □ □ □
□ □ □ □ H r □ □
hurleyj@leicesterpd.org

Emergency: 911
Non Emergency: 508-892-7009
Non Emergency: 508-892-7010
Fax: 508-892-7012

December 5, 2018

To: Mr. David Genereux
Town Administrator

Select Board
Town of Leicester

From: James J. Hurley
Chief of Police

RE: Inspection of Coderre Auto - 81 Huntoon Memorial Highway, Leicester

LEGAL AUTHORITY

The Leicester Police Department is authorized to conduct an inspection of a Class II car dealership license under Massachusetts General Law c. 140 § 66. That section of the Massachusetts General Law reads as follows:

Entering premises; investigation; examination of vehicles; parts, books, papers and inventories

Section 66. The colonel of state police, the attorney general or such persons as he may designate, the police commissioner in Boston, the chief of police of any other city, the selectmen of a town or any police officer authorized by any of said officials may at any time enter upon any premises used by any person licensed under section fifty-nine for the purpose of carrying on his licensed business, ascertain how he conducts the same, and examine all second hand motor vehicles or parts thereof kept or stored in or upon the premises, and all books, papers and inventories relating thereto.

ON-SITE INSPECTION

On 12/04/18, I conducted an on-site inspection of Coderre Auto on Huntoon Memorial Highway. The front of the building had been cleared of all vehicles (see attached photos). When I drove around to inspect the rear lot of the building, I noted that there was a working gate present, and a

very visible stop sign was mounted adjacent to the gate at the entrance to the rear lot. The rear lot of the property had significantly improved since my last inspection. The rear line of vehicles along the back-property line of the building had been removed (see attached photo). The side area of the property, where the car carrier and trailer are stored, had also significantly improved (see attached photos). Currently there are approximately 6 vehicles on the lot, none of which appear to be registered but several of which appear to possibly be drivable. I was not able to inspect the inside of the building, as the business was closed at the time of the inspection.

Conclusion

The property has been significantly improved and looks very good. The outside of the property appears to be at, or near, compliance. The business is not operational at this point in time and does not have any inventory of vehicles being offered for sale.

Respectfully submitted,

/e/ *James J. Hurley*

James J. Hurley
Chief of Police



**Reinspection of
Coderre Auto Lot
By
Leicester Police Department
December 4, 2018**



Side Lot



Front & Side Lots



Back Lot



**Side Lot
Behind Fence**

TOWN OF LEICESTER
BOARD OF SELECTMEN
LICENSE FEE SCHEDULE

Not-for-profit groups from Leicester may have their fees waived by the Board of Selectmen, subject to proper licensing procedures.		
<u>Liquor Licenses</u>		<u>Effective 12/16/13</u>
All Alcohol	Club	750
All Alcohol	Veterans Club	750
All Alcohol	Restaurant	1250
All Alcohol	GOP	1250
All Alcohol	Package Goods	1150
Wine & Malt	Club	750
Wine & Malt	Veterans Club	750
Wine & Malt	Restaurant	750
Wine & Malt	GOP	750
Wine & Malt	Package Goods	750
Wine & Malt	One-Day Special Permit	50
<u>Miscellaneous Licenses</u>		
Common Victualler		35
Sunday Entertainment/Town		125
General Entertainment		50
Games		35
Theatre		200
Auctioneer		50
Junk Dealer		40
Flammable Storage		50
Yard Sale (per day)		HOLD
Outdoor Biz		35
Temporary Biz	per event, plus \$25/extra day	\$100/for 3 days
BYOB License	adopted 2018	75
<u>Auto Licenses</u>		
Class I, II, III (each)		100
Auto Body Repair		50
Motor Vehicle Repair		50
Used Car Rental		50

LICENSES/PERMITS	Spencer	Athol	Charlton	Dudley	Leicester	Millbury	Northbridge	Oxford	Palmer	Ware	Webster	Average
Board of Selectmen												
Alcohol License- All Alcohol	\$1,000		\$1,000.00	\$1,005	\$ 1,250	\$900	\$ 1,150	\$ 1,350	\$ 800	\$1,115	\$725	\$1,063
Alcohol License - Club	\$750		\$1,000.00	\$693	\$ 750	\$750	\$ 1,050	\$675	\$ 800	\$700	\$450	\$796
Alcohol License - Wine & Malt	\$550		\$600.00	\$589	\$ 750	\$450	\$ 1,000	\$775	\$ 520	\$450	\$425	\$632
Automatic Amusement/per device	\$20		\$50.00	\$20	\$ 35	\$30	\$100	\$40	\$ 50	\$50	\$25	\$44
Class I	\$100		\$100.00	\$200	\$ 100	\$75	\$ 50	\$100	\$ 200	\$50	\$100	\$108
Class II	\$100		\$100.00	\$154	\$ 100	\$50	\$ 50	\$100	\$ 200	\$50	\$50	\$100
Class III	\$100		\$100.00	\$66	\$ 100	\$50	\$ 50	\$100	\$ 200	\$50	\$25	\$91
Common Victualler	\$25		\$25	\$25	\$ 35	\$25	\$ 20	\$50	\$ 25	\$14	\$25	\$27
Lodging House	\$50			\$25			\$ 20	N/A	\$ 50	\$10	N/A	\$31
Innholder	\$30			\$25			\$ 20	\$25	\$ 50	\$10	N/A	\$27
Entertainment	\$75		\$20/event	\$35	\$50 or \$125(Sun)		N/C	\$100	\$ 100	\$100	\$25	\$82
One-Day Alcohol	\$25		\$50	\$50	\$ 50		\$ 25	\$25	\$ 25	\$25	\$25	\$34
Junk Dealer	\$25		\$50	\$25	\$ 40	\$100	\$ 100	\$25	N/A	\$50	\$50	\$52



1 Mercantile Street – Suite 520
Worcester, MA 01608
508.756.7717 P
508.792.6818 F
www.cmrpc.org

Leicester Town Administrator & Select Board
3 Washburn Square
Leicester, MA 01524

Members of the Board and Mr. Genereux:

Enclosed is a proposed amendment request for the Town's 2017 Community Development Block Grant that requires your authorization (and signature by an authorized signatory) prior to submittal to the Mass. Department of Housing and Community Development for approval. The proposed amendment, developed in consultation with Mr. Genereux, would transfer \$7,000 from grant administration and \$20,000 from housing rehabilitation to the Town Hall architectural barrier removal (*aka* elevator) project. This transfer would allow use of grant funds to pay for a larger portion of remaining barrier removal work, and would therefore allow for a larger portion of local Town funds allocated to these projects to pay for continued unforeseen overruns with the related three-phase electrical installation project. It is my understanding that Town funds previously allocated for the three-phase electric are now spent or committed and that grant funds are therefore required to offset recent overruns.

To enable this transfer CMRPC, the Town's administrator for this grant, will forego incurring certain budgeted administrative costs that are no longer essential to complete the grant or its projects (unused mileage reimbursement budget, etc.). CMRPC's housing rehabilitation partners at the Pioneer Valley Planning Commission believe that the transfer from housing rehabilitation will still allow for completion of the mandated target of housing rehabilitation projects (five units) because ongoing projects are under contract for well below the budgeted per-unit cost. However, they caution that it is possible that some limitations could be encountered with later projects if current projects see large unexpected cost rises or if later clients request an unusually large amount of assistance through the program.

Should the amendment be approved, I will draft an amendment to CMRPC's current contract with the Town for grant administration services to reflect the changed budget.

If you have questions or require additional information, please do not hesitate to contact me.

Regards,

Andrew Loew
Project Manager
(508) 459-3339
aloew@cmrpc.org

Cc: Christopher Dunphy, PVPC

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Leicester	Original Award: \$799,535.00
Program Name/Year:	Revision #: P-number (program revision) B-number (budget revision) B-2 E-number (extensions)
Grant #: CDF-G-2017-Leicester-00799	
Contract End Date: 06/30/2019	Date Revision Submitted: 12/03/2018

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	Budget Amendment to increase the grant award to <u>\$881,660.00</u>	
	Budget Revision for: See attached justification	
	<ul style="list-style-type: none"> Change in administrative dollars 	
	<ul style="list-style-type: none"> Transfer of funds from construction to non-construction or vice versa 	
	<ul style="list-style-type: none"> Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
	Program Extension (to increase period of availability of funds/period of performance) to	
	<ul style="list-style-type: none"> This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for:	
	<ul style="list-style-type: none"> Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. 	
	<ul style="list-style-type: none"> Changes in key personnel 	
	<ul style="list-style-type: none"> For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award 	
	<ul style="list-style-type: none"> Other, specify 	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	Date / / Print Name & Title: Harry R. Brooks, Select Board
--	---

Program Rep. initial and date:	Program manager signature and date:
This request # _____ is _____ approved as requested _____ approved with the modifications shown on the _____ denied following pages numbered _____.	
Authorized signature for Mass. CDBG	Print name, title, and date



TOWN OF LEICESTER

Council on Aging

40 Winslow Avenue • LEICESTER, MASSACHUSETTS 01524-1113
TELEPHONE: (508) 892-7016 • FAX: (508) 892-7506

Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs

November 29, 2018

**Camosse Family Foundation Inc.
10 E Baylies Road
Charlton, MA 01507-6522**

Attention: Henry, Craig and Camosse family:

Dear Henry and Camosse Family:

Thank you for your generous donation of \$5,000 which will help us replace carpeting in our senior center. After 20 years it is time to replace and you are making it possible for us.

Hope you and yours had a blessed Thanksgiving. Have a joyful Christmas.

Sincerely,

**Rachelle S. Cloutier, M.Ed.
Director of Elder Affairs**

Cc: Town Administrator and Board of Selectmen

**OPEN MEETING LAW COMPLAINT FORM**

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

RECEIVED

2018 NOV 27 PM 3:46

TOWN CLERK'S OFFICE
LEICESTER, MASS.**Your Contact Information:**

First Name: Patrick Last Name: Higgins

Address: P O Box 24

City: Swansea State: MA Zip Code: 02777

Phone Number: +1 (508) 674-3140 Ext.

Email: patrick@patrickhiggins.co

Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media

Public Body that is the subject of this complaint:

☒ City/Town ☐ County ☐ Regional/District ☐ State

Name of Public Body (including city/town, county or region, if applicable): Leicester Board of Selectmen

Specific person(s), if any, you allege committed the violation: All Members

Date of alleged violation: Nov 19, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Leicester Board of Selectmen violated the Open Meeting Law by not listing the names, addresses and type of licenses to be renewed under Other business No. 5g, listed on their meeting notice for their November 19, 2018 meeting.

They also violated the open meeting law by holding their meeting in a location that is not currently handicapped accessible in violation of both the Open Meeting Law and the Americans' with Disabilities Act.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Learn and comply with the Open Meeting Law.

Review, sign, and submit your complaint**I. Disclosure of Your Complaint.**

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: 11/27/18



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING: X

DATE: November 19, 2018

TIME: 6:30pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

REQUESTED BY: Kristen L. Forsberg

CALL TO ORDER/OPENING

1. EXECUTIVE SESSION

2. PUBLIC COMMENT PERIOD

3. STUDENT LIAISON REPORTS

4. RESIGNATIONS/APPOINTMENTS

- a. Appointment - Parks and Recreation Committee - Jess Margadonna
- b. Appointment - Alternate Building Inspector - John Zacharlewicz

5. OTHER BUSINESS

- a. 7:00pm - FY 19 Tax Classification Hearing
- b. 7:00pm - Pole Hearing, Parker Street
- c. Library Wooden End Panel and Canopy Top - Award Bid and Execute Contract
- d. Library Expansion & Renovation Project Update
- e. Becker College One Day Liquor License Request
- f. Municipal Aggregation Plan Public Review Period
- g. 2019 License Renewals
- h. Police Chief Recruitment
- i. Church & Auburn Streets Bridge Bid Review
- j. Restructure of Personnel (Treasurer/Collector's Office)
- k. Coderre Auto License Violation
- l. Town Administrator Review

6. REPORTS

- a. Town Administrator Report
- b. Select Board Reports

7. MINUTES

- a. November 5, 2018

ADJOURN



Leicester

Massachusetts

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Town Hall evening meeting rooms are temporarily handicapped inaccessible due to construction

LAST UPDATED: AUGUST 8, 2018 - 12:12PM

The Town Hall is undergoing renovations to make it more handicapped accessible including the installation of an elevator and a ramp to connect the two lower levels. As a result, the ramp has been removed going in to the meeting rooms and the meeting rooms are not currently handicapped accessible. Should you require accommodations to attend a meeting please contact the Town Administrator's office at 508-892-7000.

Town of Leicester, 3 Washburn Square, Leicester, MA 01524

Phone: (508) 892-7000 - Fax: (508) 892-7070

Photo Courtesy of Joe Dolen Photography

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The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.

**OPEN MEETING LAW COMPLAINT FORM**

Office of the Attorney General
One Ashburton Place
Boston, MA 02108

RECEIVED

2018 NOV 27 PM 3:46

TOWN CLERK'S OFFICE
LEICESTER, MASS.

Please note that all fields are required unless otherwise noted.

Your Contact Information:First Name: Patrick Last Name: HigginsAddress: P O Box 24City: Swansea State: MA Zip Code: 02777Phone Number: +1 (508) 674-3140 Ext. Email: patrick@patrickhiggins.coOrganization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?

(For statistical purposes only)

☐ Individual ☒ Organization ☐ Media**Public Body that is the subject of this complaint:**☒ City/Town ☐ County ☐ Regional/District ☐ StateName of Public Body (including city/
town, county or region, if applicable): Leicester Board of SelectmenSpecific person(s), if any, you allege
committed the violation: All MembersDate of alleged violation: Nov 26, 2018

Description of alleged violation:

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Leicester Board of Selectmen violated the Open Meeting Law by holding an "emergency" meeting with the Planning Board when it was not an emergency. See 2015-85; 2012-7; 2010-6.

It is apparent that there is a traffic situation dealing with the recently opened business at 1764 Main St., however a "failure to plan" is not a reason to use the "emergency" exemption provided for under Section 18. This grand opening of one of the two licensed "pot shops" was well known and well advertised and the town official of Leicester did not properly plan, that is NOT an emergency, that is a failure to plan and the Open Meeting Law required a properly posted meeting with the required 48 hours notice.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Learn and comply with the Open Meeting Law.

Review, sign, and submit your complaint**I. Disclosure of Your Complaint.**

Public Record. Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

Publication to Website. As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

II. Consulting With a Private Attorney.

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

III. Submit Your Complaint to the Public Body.

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to openmeeting@state.ma.us.

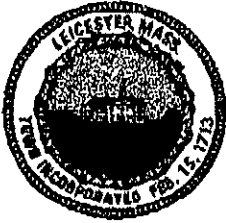
By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: _____

Date: _____

For Use By Public Body
Date Received by Public Body:

For Use By AGO
Date Received by AGO:



**PUBLIC NOTICE POSTING REQUEST
OFFICE OF THE LEICESTER TOWN CLERK**

ORGANIZATION: Select Board & Planning Board

MEETING: X

PUBLIC HEARING:

DATE: November 26, 2018

TIME: 7:00pm

LOCATION: Town Hall, Select Board Conference Room, 3 Washburn Square, Leicester

REQUESTED BY: David Genereux, Town Administrator

CALL TO ORDER/OPENING

Note: This meeting has been scheduled outside of the usual 48-hour notification period for public meetings as required by the Open Meeting Law.

According to the Open Meeting Law Guide, published by Attorney General Maura Healey, dated October 6, 2017: *"Except in cases of emergency, a public body must provide the public with notice of its meeting 48 hours in advance, excluding Saturdays, Sundays, and legal holidays. Notice of emergency meetings must be posted as soon as reasonably possible prior to the meeting."*

This emergency meeting has been called to address potential traffic, parking, and public safety concerns experienced in the area of 1764 Main Street, as a result of a new business opening. These concerns became relevant only after it was determined the initial rush of customers to the business would be greater and longer in duration than initially forecast. This meeting is called to discuss options to address said concerns in a timely basis.

1. PUBLIC COMMENT PERIOD

2. OTHER BUSINESS

- a. Discussion of potential traffic, parking, and public safety concerns (1764 Main Street)

ADJOURN

RECEIVED

2018 NOV 26 AM 7:55

TOWN CLERK'S OFFICE
LEICESTER MASS.



The Commonwealth of Massachusetts
Office of the Attorney General
One Ashburton Place
Boston, Massachusetts 02108

OPEN MEETING LAW COMPLAINT FORM

Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

Instructions for filing a complaint:

- o Fill out the attached two-page form completely and sign it. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
 - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
 - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
 - o Complaints may be filed by mail, email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address it. At the same time, the body must send the Attorney General a copy of the response. The public body may delegate this responsibility to its counsel or a staff member, but only after it has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

Once the public body has responded to the complaint:

- o If you are not satisfied with that the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, e-mail, or by hand, but only once you have waited for 30 days after filing the complaint with the public body.
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by e-mail at openmeeting@state.ma.us.

SELECT BOARD & PLANNING BOARD MEETING MINUTES
NOVEMBER 26, 2018 at 7:00pm
TOWN HALL GYM

Note: This meeting has been scheduled outside of the usual 48-hour notification period for public meetings as required by the Open Meeting Law.

According to the Open Meeting Law Guide, published by Attorney General Maura Healey, dated October 6, 2017: ***“Except in cases of emergency, a public body must provide the public with notice of its meeting 48 hours in advance, excluding Saturdays, Sundays, and legal holidays. Notice of emergency meetings must be posted as soon as reasonably possible prior to the meeting.”***

This emergency meeting has been called to address potential traffic, parking, and public safety concerns experienced in the area of 1764 Main Street, as a result of a new business opening. These concerns became relevant only after it was determined the initial rush of customers to the business would be greater and longer in duration than initially forecast. This meeting is called to discuss options to address said concerns in a timely basis.

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 7:04pm. Chair Dianna Provencher, Vice Chair Sandra Wilson, 2nd Vice Chair Brian Green, Selectman Harry Brooks, Selectman Rick Antanavica, Town Administrator David Genereux, Assistant to the Town Administrator Kristen Forsberg, Planning Board Chair Jason Grimshaw, Vice Chair Deb Friedman and Planning Board Members Andrew Kularski and Sharon Nist were in attendance.

1. PUBLIC COMMENT PERIOD

No members of the public provided comment

2. OTHER BUSINESS

a. Discussion of potential traffic, parking, and public safety concerns (1764 Main Street)

Town Administrator David Genereux discussed the meaning of an “emergency” meaning and posting requirements under open meeting law as detailed above. The purpose of the meeting is to discuss traffic, parking and public safety issues in the vicinity of Cultivate’s recreational marijuana dispensary at 1764 Main Street. Mr. Genereux noted recreational marijuana was legalized by the voters of Massachusetts in 2016 and the Cannabis Control Commission (CCC) was created to develop regulations for the sale, cultivation, testing, etc. of recreational marijuana. Cultivate is one of only two recreational marijuana facilities open east of the Mississippi at this time. The CCC gave the green light to Cultivate to open on Tuesday, November 20th which was a difficult time due to the Thanksgiving holiday and impacted traffic severely. Mr. Genereux noted the current situation is not permanent.

Rob Lally with Cultivate discussed measures taken to address public safety concerns including expanding the parking lot at Everlast, working to keep cars from parking on Route 9 and stopping people from walking down Route 9.

Chief Hurley described the situation down at Cultivate and the special operations plan that was developed to handle traffic and parking. Chief noted the plan worked fairly well for the first two days; however, the number of cars far exceeded what anyone could have anticipated. There are issues of “cannabis tourism” with people driving by and stopping to take pictures and see what is going on which is contributing to the traffic. The main issue is that Route 9 does not have the capacity to handle the volume of cars coming into Town. At 6pm this

evening there were five cars waiting to get into the parking lot and the lot had been significantly expanded. Chief stated that there have been no issues with emergency vehicles getting through. Each day the officers go over the issues from the previous day and determine how to address them. Cultivate has paid the entire bill for all of the police details. Average daily costs with 3 police officers, 3 cruisers and light tower for 36 hours is \$2,245 on weekdays and \$3,245 on weekends. Town makes money as a 10% processing fee is charged on top of the detail rate. The processing fee amounts to \$180 weekdays and \$270 weekends.

Residents expressed concerns including shuttles racing up and down the street, no privacy, blocked driveways, noise and bumper to bumper traffic 12 hours a day, 7 days a week, the resources expended by the Police Dept (which Chief stated are none), loud music, communication issues with customers regarding wait times, impacts on local businesses, customers urinating in residents' shrubs while waiting in traffic, the need for a better way of moving customers along especially when they are turned away at the end of the road and don't know where to go, foot traffic on Route 9 (e.g. parking at Walmart and walking down the street), safety concerns for strangers walking past residential homes, customers crossing Route 9, customers throwing trash out their doors in the neighborhood, Cultivate not returning calls from residents and issues with getting out of Burncoat Street onto Route 9.

Suggested change included making Watson Street open to one-way traffic only, putting up wait times up on social media/website that are constantly updated, hiring additional employees to speed up the turnover of customers, using a tag system for residents so they can access their streets more easily, putting cars in the breakdown lane on Old Main, shutting Cultivate down until other recreational marijuana dispensaries open, developing a plan to address customers who are dropped off, increasing the number of porta-potties, ensuring expanded parking meets all regulations, holding another follow up meeting in a month and compensating the neighbors for their troubles such as traffic and noise.

Chief Hurley noted that he has received calls today from the Cannabis Control Commission and the Lieutenant Governor offering any assistance they can provide.

Cultivate discussed increasing staff and adding bathrooms, a ban on foot traffic, doing a better job of keeping the neighborhood clean and orderly, adding additional parking at Everlast Nursery, adding additional sign boards, turning customers away that won't be able to get in that day due to the wait, education being provided to customers including asking them to be respectful and leave in a timely and safe fashion and trying to move customers in and out of the business as quickly as possible.

Jason Grimshaw, Chair of the Planning Board, discussed the traffic impact analysis prepared for Cultivate by Land Planning Inc. which states the business will not impact Route 9. Residents expressed concerns that the study was not accurate. Mr. Green noted this study was not designed for the opening week, especially in light of the fact that only two dispensaries were allowed to open during the week of Thanksgiving.

Ms. Provencher noted that three other dispensaries are slated to open in Wareham, Sudbury and Salem on December 3rd and towards the end of December/beginning of January, Hudson's dispensary will open which should help alleviate some of the traffic. Rob Lally with Cultivate stated the Cannabis Control Commission has informed him that at least 20 more dispensaries are slated to open by the end of the year.

Andrew Kularski with the Planning Board noted that the Town was mandated to have at least one dispensary because the Town voted in favor of recreational marijuana and the Planning Board mandated certain conditions in Cultivate's special permit including traffic control measures which Cultivate is following. Mr. Grimshaw noted that many of the issues brought up this evening were discussed at length before the Planning Board.

Town Administrator David Genereux discussed the revenue coming to the Town from Cultivate which consists of the 3% local sales tax passed by Town Meeting plus an additional 3% of sales with a floor of \$75,000 to be paid within 3 months of opening and a ceiling of \$250,000 per year through a Host Community Agreement. Mr. Genereux noted Cultivate is the only business required to pay the Town through a host community agreement. The funds received will be used to offset Town and School capital needs and operating budgets. Mr. Genereux noted the funding does nothing to alleviate the issues neighbors are facing but that this will die down and the Town will continue to work with Cultivate and the police department to mitigate the impact as best as possible. Mr. Genereux stated there should be a drop-off in traffic during this week due to the thanksgiving holiday having passed but the Town will watch the situation closely this weekend to see what the impacts are.

A motion was made by Ms. Friedman and seconded Ms. Nist by ask Chief Hurley and the Town Administrator to look at options for additional parking for Cultivate. The motion carried unanimously.

A motion to adjourn the Select Board meeting was made by Ms. Wilson and seconded by Mr. Green at 8:52pm. The motion carried unanimously.

A motion to adjourn the Planning Board meeting was made by Ms. Friedman and seconded by Ms. Nist at 8:52pm. The motion carried unanimously.