



PUBLIC NOTICE POSTING REQUEST OFFICE OF THE LEICESTER TOWN CLERK

ORGANIZATION: Select Board

MEETING: X

PUBLIC HEARING:

DATE: April 5, 2021

TIME: 6:00pm

LOCATION: Virtual Meeting – See Instructions Below

REQUESTED BY: Kristen L. Forsberg

Agenda packet and associated documents can be found at www.leicesterma.org/bos. This agenda lists all matters anticipated for discussion; some items may be passed over, and other items not listed may be brought up for discussion to the extent permitted by law. Select Board meetings are recorded by LCAC. Any member of the public planning to record the meeting must first notify the Chair. **PLEASE SILENCE ALL CELL PHONES DURING THE MEETING**

<https://global.gotomeeting.com/join/189264421>

-OR-

(872) 240-3212; Access Code: 189-264-421

CALL TO ORDER/OPENING

1. SCHEDULED ITEMS

- a. 6:00pm – Rochdale Park Lease Discussion/Vote
- b. 6:10pm – Energy Aggregation Discussion/Vote – Good Energy
- c. 6:20pm – Dris/Your Green Package – Marijuana Dispensary Discussion
- d. 6:30pm – Host Community Agreement Discussion/Vote – Town Meadow Farm – 124 Green St
- e. 6:45pm - 2021 Annual Town Meeting Warrant Discussion/Vote

2. PUBLIC COMMENT PERIOD

3. REPORTS & ANNOUNCEMENTS

- a. Health Agent COVID-19 Update
- b. Student Liaison Reports
- c. Town Administrator Report
- d. Select Board Reports

4. RESIGNATIONS & APPOINTMENTS

- a. Appointment – Per Diem/On Call EMT Basic – Benjamin Carlson

5. OTHER BUSINESS

- a. Police Department Donation – Hot Dog Annie's
- b. Set Date, Time, and Location for Annual Town Election – June 8th from 12pm-8pm, Town Hall Gym

6. MINUTES

- a. March 8, 2021
- b. March 29, 2021

ADJOURN

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ____ day of _____, 2021 ("Effective Date") by and between **Constellation NewEnergy, Inc.**, incorporated in Delaware with its principal place of business at 1310 Point Street, Baltimore, MD 21231 ("Competitive Supplier"), and the **Town of Leicester**, a Massachusetts municipal corporation, located at 3 Washburn Square, Leicester, MA 01524 (the "Municipality").

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 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. 19-85;

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 Municipality's 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 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which 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 Customers at the Point of Sale. This supply service also includes any costs associated with meeting “Renewable Portfolio Standards” at the levels required by applicable law throughout the term of the Agreement.

1.2 Bankruptcy - With respect to a Party, an event of Bankruptcy shall be deemed to have occurred if 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) if 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. The Fixed Basic Service Rate is the price of the default generation service supplied by the Local Distributor, which is fixed for a period of three to six months.

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

1.5 Competitive Supplier – The corporation identified at the top of page one of this ESA, which is duly authorized to conduct business in the Commonwealth of Massachusetts.

1.6 Intentionally Omitted

1.7 Intentionally Omitted

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

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 on which this ESA is executed by the Parties.

1.12 Eligible Customers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Basic Service as of the Effective Date ("Basic Service Customers"), or New Eligible Customers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. Pursuant to the Department's Order on Eligible Customers, D.P.U. 16-10 (2017), Eligible Customers shall include: (1) Basic Service Customers except as specifically excluded herein; (2) Basic Service Customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (3) customers receiving Basic

Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. Eligible Customers shall exclude: (1) Basic Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Basic Service Customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service. The Program shall be available to all customers within the municipality consistent with M.G.L. c. 164, § 134(a). The City represents to Competitive Supplier that the City does not anticipate any expansion of its geographic boundaries during the Term of this ESA.

1.13 ESA - This Electric Service Agreement.

1.14 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the 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 - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.18 Intentionally Omitted

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

- 1.20 kWh, kW - Kilowatt-hour and kilowatts, respectively.
- 1.21 Local Distributor or LDC - 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 Eligible Customers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Customers after the Effective Date and have not previously elected to opt-out of the Program.
- 1.24 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Customers.
- 1.25 Participating Customers - Eligible Customers 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 - Community Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Department in D.P.U. 19-85. The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.
- 1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.
- 1.29 Point of Sale - The electric meter for each Participating Customer's account, as designated by the Local Distributor.
- 1.30 Program - Community Electricity Aggregation Program, under which, the Plan is described and implemented.
- 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, which 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 for purposes of a Regulatory Event includes any amendment, modification, nullification, suspension, repeal,

finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such “change” was not known as of the Effective Date.

1.32 Renewable Energy - 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.

1.33 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of this ESA as provided in Article 8.2.

1.34 Retail Price - As set forth in Exhibit A.

1.35 Service Commencement Date – As set forth in Exhibit A.

1.36 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 Customers 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 Customers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Customers who opt-out of the Program and remain on, or return to, Basic Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Customer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Customers shall be automatically enrolled in the Program unless they choose to opt-out. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Customers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Customers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual

Participating Customers 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 to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Customers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Participating Customers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier and its affiliates shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent 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 in any event.

2.2 NO THIRD PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under M.G.L. c. 164 for Eligible Customers 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 Customers interested in contracting for electric supply and on behalf of all Participating Customers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

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

2.4 CONDITIONS PRECEDENT

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

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;

- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other Commercially Reasonable 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 CUSTOMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Customer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected from disclosure to third parties (except for affiliates of Competitive Supplier) 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 this data; and 3) this 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 Customers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Customer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Customer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such 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 Customer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Customer 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 Customer data, Competitive Supplier and its Associated Entities shall treat such Eligible Customer data as confidential information. Competitive Supplier may use Eligible Customer 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.

2.6 LIMITATIONS ON COMMUNICATIONS

Notwithstanding any other provision herein, including Articles 2.5, 5.6, 5.7 and 18.2, the Competitive Supplier may only use the list of Eligible Customers and Participating Customers to send out the Department-approved opt-out notice or other educational materials or communications which are required to fulfill its obligation hereunder or are necessary for operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Customers or Participating Customers.

ARTICLE 3 CUSTOMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CUSTOMER CHOICE

The Parties acknowledge and agree that all Participating Customers 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 Customers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Department, the Local Distributor and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another.

3.2 NOTIFICATION TO ELIGIBLE CUSTOMERS FOR NEW AGGREGATION

In the event the Municipality is launching a new aggregation, all Eligible Customers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Local Distributor will provide to Competitive Supplier a list of all Eligible Customers as of the Effective Date including service and billing addresses. Competitive Supplier, using the Opt-Out Notice approved by the Department, shall notify each Eligible Customer:

- (i) about the Program;
- (ii) of the date on which such Eligible Customer must postmark or submit the reply card to avoid automatic enrollment in the Program;
- (iii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Customer as of the same date, subject to the opt-out provisions of M.G.L. c. 164, sec. 134, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by the Department.

The Municipality shall specify the design, content and text of the opt out procedure (the “Opt-Out Notice”) which shall be consistent with the requirements of the DPU. The Opt-Out Notice may be in color and may include 2 or more pages in addition to the reply form and the language access document required by the Department, which document shall be provided from the Municipality to Competitive Supplier. Competitive Supplier shall review the Opt-

Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. The Municipality shall submit the final Opt-Out Notice to the DPU for its review and approval. Once the design and content of the notice are finalized and approved by the DPU, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Customer the Opt-Out Notice at least thirty seven (37) days prior to the date of automatic enrollment. In processing Eligible Customer enrollments into the Program, the Competitive Supplier shall ensure that Eligible Customers have a full 30 days to opt out plus six days to account for mailing and delivery of the notice (i.e., three days for the opt-out notice to be delivered to the customer and three days for the opt out card to be delivered to the Competitive Supplier). The opt-out period shall end 36 days after mailing of the opt-out notice and Eligible Customer enrollments into the Program shall begin no sooner than 37 days after mailing of the opt-out notice.

The Opt-Out Notice shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms included in Exhibit A;
- iii) fully disclose the prices and terms then being offered for Basic Service by the LDC;
- iv) state how an Eligible Customer may opt-out of the Program prior to enrollment and remain on Basic Service from the Local Distributor;
- v) state how all Participating Customers, subsequent to enrollment, will also have the right to opt-out at any time and return to Basic Service or choose a new Competitive Supplier without paying a fee, charge or penalty;
- vi) identify the exact date by which the customer must postmark the opt-out reply card to avoid automatic enrollment into the Program;
- vii) include a language access document as specified by the Department; and
- viii) include a reply card and postage-paid envelope that Eligible Customers may use to exercise their opt-out rights.

All Eligible Customers who do not elect to opt-out of the Program shall then be deemed Participating Customers and shall be entitled to receive electric supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make Commercially Reasonable efforts to identify a correct mailing address and re-send the Opt-Out Notice. The Competitive Supplier shall not enroll any Eligible Customer if the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice has been returned as undeliverable.

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Customers may opt out at any time without paying any fee, charge or penalty.

The Parties acknowledge that any low income discounts provided by the Local Distributor to low income customers are not impacted by this Agreement.

3.3 NOTIFICATION TO NEW ELIGIBLE CUSTOMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement, Competitive Supplier shall maintain a Master Opt Out File, as described in Exhibit B, that includes records reasonably compiled to include a) all customers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b) all Participating Customers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties in writing, the Competitive Supplier shall obtain from the Local Distributor an updated file that includes all Eligible Customers in the Municipality, hereinafter the Updated LDC Eligible Customer File. Once each month, Competitive Supplier shall create a Refresh Mailing List of New Eligible Customers, which shall include all customers in the Updated LDC Eligible Customer File and exclude all customers listed in the Master Opt Out File.

In accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New Eligible Customer listed in the Refresh Mailing List (i) of the date on which such New Eligible Customer will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Eligible Customer as of the same date, subject to the opt-out provisions of the M.G.L. c. 164, § 134, the Plan, and the Program Opt-Out Notice. Competitive Supplier shall mail an Opt-Out Notice, as described in Article 3.1 and 3.2, to each New Eligible Customer listed in the Refresh Mailing List at least four times a year with the first being no later than sixty (60) after the Service Commencement Date, or as otherwise agreed to in writing (email is sufficient) by the Parties. The Opt-Out Notice shall be mailed to each such New Eligible Customer prior to the date of automatic enrollment in accordance with the requirements of the Plan and as described in Article 3.2 above. All Opt-Out Notices must be approved in advance by the Municipality. Competitive Supplier shall enroll New Eligible Customers in the Program immediately following the deadline stated in the Opt-Out Notice as described in Article 3.2.

In providing the notifications set forth in Articles 3.2 and 3.3, 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 to Eligible Customers and New Eligible Customers 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 in any event.

3.4 ENROLLMENT

3.4.1 Participating Customers - All Participating Customers 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 Customers as of the Effective Date, as well as such Participating Customer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Customers as of the Service Commencement Date.

3.4.2 New Eligible Customers - If New Eligible Customers elect not to opt-out of the Program as provided in Articles 3.3, such New Eligible Customers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Eligible Customers in accordance with applicable Department and Local Distributor rules. Residential and small commercial New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Eligible Customers that are larger commercial and industrial customers shall be enrolled at a price determined by the Competitive Supplier based on then-prevailing market conditions.

3.4.3 Re-enrollment by Eligible Customers - At any time during this ESA, Eligible Customers 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 Customers at a price determined by the Competitive Supplier based on the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Customers, to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Customers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

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

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date and terminate on the last day of the Delivery Term, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate on the Service Termination Date as stated in Exhibit A, 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 Article 4.2(d)), within sixty (60) days following written notice to do so 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 Customers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. 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 up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date. If following termination of the Agreement Municipality has chosen a new supplier for its Program, Competitive Supplier shall reasonably assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis (but in no event more than five (5) business days), including all updated reports pursuant to Article 11 and Exhibit B and excluding any information proprietary to the Competitive Supplier.

To the extent arising from a dispute or resolution described in Article 9, 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 Customers in the event of a breach of this ESA by Competitive Supplier. The Competitive Supplier shall submit all customer 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 Customers; and that, at all times with respect to Participating Customers, it exercises good practices for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Customers. Such services shall be reasonably accessible to all Participating Customers, shall be available during normal working hours, shall allow Participating Customers to 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 Customers 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 Customers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Customer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Customers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Customers, or to comply with any provision of the Plan or regulation of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or other encumbrances) to the Local Distributor for delivery to Participating Customers, and exercise all Commercially Reasonable efforts to cooperate with the

NEPOOL, the ISO-NE or any other 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 grid to serve Participating Customers, the Competitive Supplier shall make arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Customers 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 Customers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Customers (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 Participating Customers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Massachusetts General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Department approval of this ESA, the Competitive Supplier may not deny service to an Eligible Customer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Customer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable DPU orders or regulations. 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 may only communicate with Program participants and/or use the lists of Eligible Customers/Program participants to send Department-approved opt-out notices, education materials and other communications essential to the operation of the Program. Such lists may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Program Participants. Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Customers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, 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 Customers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual customer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) business days after receipt); 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. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality, or inconsistent with Department policy or directives.

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Customers directly, and unless prevented for regulatory or other such reasons from doing so, it shall 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 (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) business days after receipt ; and (ii) that no approval shall be necessary for any communication which has been ordered by the Department, the DOER, or any other Governmental Authority to be so communicated. Competitive Supplier may only communicate with Participating Customers and/or use the lists of Eligible Customers/Participating Customers to send Department-approved Opt-Out Notices, education materials and other communications essential to the operation or support of the Program. Such lists of Eligible Customers/Participating Customers may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Participating Customers. It will not be a violation of this ESA for Competitive Supplier to send any new product offerings or services as part of a general marketing campaign it conducts in the ordinary course of its business, providing Competitive Supplier does not use any customer list or information provided pursuant to this ESA.

5.8 PARTICIPATING CUSTOMER LISTS

5.8.1 Customer Lists

To the extent not prohibited by any Governmental Rule or expressly by any Participating Customer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Customers 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 Customer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.8.2 DPU Annual Reports

Competitive Supplier acknowledges that the Municipality is required to submit an Annual Report on the Program to the DPU. Competitive Supplier shall collect information and maintain records related to the supply of electricity hereunder to provide data and information for the Annual Report, in a format as may be reasonably required by the DPU. Municipality shall notify Competitive Supplier at least sixty (60) days in advance of when Municipality must file the Annual Report with the DPU, and Competitive Supplier shall provide such report to Municipality thirty (30) days prior to the date such Annual Report is required to be filed with the DPU. Such data and information to be provided by Competitive Supplier shall include, but not be limited to: a) monthly enrollment statistics by customer class, including customer additions and withdrawals; b) the number and percentage of customers that opted-out of the Program in the last calendar year; c) copies of any opt-out notifications and reply cards sent in the prior calendar year; d) documentation of Competitive Supplier's compliance with the alternative information disclosure strategy approved in the relevant final order approving the Municipality's Plan; and e) copies of any complaints about the Program received by Competitive Supplier during the prior calendar year and a description of the resolution of any such complaints.

5.9 COMPLIANCE WITH LAWS

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

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the 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. In the event the Municipality expects to exceed the cost estimate, the Municipality shall notify the Competitive Supplier of the revised cost estimate and cease provision of such assistance. Competitive Supplier may elect to continue to request the Municipality's assistance and shall reimburse the Municipality up to the revised estimated dollar amount of costs 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 supply or delivery 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 Customers. 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 determines such agreement is contrary to applicable law; 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 Customer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

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

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through

bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Customers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Customers, regardless of their location or energy needs provided such Participating Customers are eligible under the applicable regulations and tariffs of the Local Distributor.

7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Customers 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 Customers 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 Customer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Customers 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 Customers on Basic Service unless the Competitive Supplier and Local Distributor otherwise agree. If actual meter data is unavailable for any reason for a period of more than 60 days, the Competitive Supplier may bill customers every 30 days thereafter based on its good faith estimates of usage. 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 Customers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Customer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Customers shall 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 Customers 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 imposed 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 the applicable provisions of M.G.L. c. 25A, § 11F, § 11 F1/2, and any regulations, orders or policies adopted pursuant thereto.

8.2 PROVISION OF RENEWABLE ENERGY CERTIFICATES

Competitive Supplier, or an affiliate of Competitive Supplier, will enter into a REC Purchase Agreement ("RPA") with Green Energy Consumers Alliance, Inc. ("REC Supplier") in a form and content similar to Exhibit C attached hereto. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier and/or affiliate of Competitive Supplier will purchase, renewable energy certificates (RECs) in a quantity sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All Requirements Power Supply as provided in Exhibit A of this ESA. Notwithstanding anything contained to the contrary herein, for purposes of the RPA, Municipality agrees and acknowledges that Competitive Supplier and/or its affiliate shall be permitted to provide the REC Supplier the name, address

and annual payment amounts of each Participating Customer who choose to opt in and purchase RECs pursuant to this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier and/or an affiliate of Competitive Supplier shall procure and provide Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. In the event REC Supplier fails to perform, the prices set forth in Exhibit A of this ESA shall not be subject to an increase if Competitive Supplier is required to provide Replacement RECs. Competitive Supplier, however, may reduce the volume of RECs required to be provided to Municipality in order to reflect current market prices of any Replacement RECs.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CUSTOMERS

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, at least 30 days prior to the Service Commencement Date, provide a written 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). Such written description shall also include the Competitive Supplier's plans for maintaining "service quality standards", as that phrase is used in § 1F(7); for complying with the "opt-out" provisions of M.G.L. c. 164, § 134(a); and for handling customer complaints, including any arbitration procedures. If the Participating Customer(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 notice to the Municipality of any customer complaints received from a Participating Customer, 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 permitted by Department regulations and other applicable law. The use of practices and procedures which materially fail to comply with Department regulations and policies, shall be deemed grounds for termination of this ESA, at the discretion of the 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, and in accordance with M.G.L. c. 164, § 1F(2) and 220 CMR 11.05(2)(b)19, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Customer 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 and Municipality agree 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 Reports

Competitive Supplier shall provide the Municipality or its designated agent with those reports as described in Exhibit B. The reports will be due to the Municipality or its agent within thirty (30) days as described in Exhibit B. The aggregate kWh sales and number of Participating Customer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B.. This information shall be provided in electronic format.

11.1.2 Customer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain customer- 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 designated agent upon request within forty-five (45) days of the request. A violation of this Article 11.1.2 shall be grounds for termination under Article 4.2(a), unless such violation is due to a system or reasonable administrative error and the Competitive Supplier demonstrates to the Municipality's reasonable satisfaction that such system or administrative error exists and that the Competitive Supplier is acting in good faith to resolve such issue.

11.2 DISCLOSURE LABELS

Within fifteen (15) days of the end of the calendar quarter (March 31, June 30, September 30, and December 31), 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 Customers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Customers 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 for any energy related services provided pursuant to this ESA in accordance with any applicable regulations 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 reasonable back up for 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 Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal

negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to the procedure set forth herein 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 any other remedies available to the Municipality 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 and employees 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 officials, officers or employees 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. Notwithstanding the above, Competitive Supplier's delivery obligations and liabilities with regards to the firm delivery of electricity end at the Point of Delivery, and further, Municipality acknowledges that Competitive Supplier shall not be liable for any action or inaction of the Local Distributer or any other third party at and after the Point of Delivery.

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. Within thirty (30) calendar days of receipt of such notice from the Municipality, the Competitive Supplier will notify the Municipality whether it will assume the defense and indemnification of such claims.

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 and 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 entering 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 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) to the best of its knowledge 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) to the best of its knowledge all information furnished by Competitive Supplier in response to the Request for Bids for competitive electric supply services is true and accurate.

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
- d) no Bankruptcy is pending or threatened against the Municipality.

ARTICLE 15 INSURANCE

15.1 In order to help support the 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 as of the Effective Date, and listing the Municipality as an additional insured on all policies, shall be submitted on or before the Effective Date and thereafter whenever renewed or materially amended, or within ten (10) business days of a written request from the Municipality. Competitive Supplier will provide a copy of any notice of cancellation or non-renewal of the required insurance coverage to the Municipality.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which 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 which comply with these requirements and which 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 which 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 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 66, § 10, and that this Agreement may qualify as a public record subject to disclosure thereunder. Except as specifically provided for in Article 8.2 of this Agreement, or to the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization of the other Party, such authorization not to be unreasonably withheld), any information received from the other Party that is labeled confidential or confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. Confidential or proprietary information shall not, however, include any information which: (i) is publicly known or becomes generally available to the public other than as a result of disclosure, action or inaction or breach of this Agreement by the receiving Party; (ii) was, as shown by the receiving Party's files and records immediately prior to the time of disclosure in the receiving Party's possession prior to disclosure hereunder and which was not acquired directly or, to the receiving Party's knowledge, indirectly or unlawfully from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding such information; (iv) was independently developed by the receiving Party or its affiliate without the aid, application or use of reference to the disclosing Party's information exchanged between the Parties hereunder (and such independent development can be shown by documents and other competent evidence in the receiving Party's possession).

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants; provided, however, the receiving Party shall ensure that such individuals are under similar confidentiality obligations. Municipality agrees that in order to fulfill its obligations under this Agreement, Competitive Supplier shall also be permitted to provide a REC Supplier any reasonable data related to tax deductions so that REC Supplier may inform and educate Participating Customers on RECs purchased and applicable tax deductions. This Article 16 shall survive the expiration or earlier termination of this ESA for a period of two (2) years.

Notwithstanding anything to the contrary herein, if either Party is required by law to disclose any confidential information (as that term is defined herein) of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or

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

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

- a) any account information related to the Participating Customers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Customers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information which either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to mitigate such effect. If as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs additional, material costs, Competitive Supplier shall provide a written notice to the Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh

to be passed on to Participating Customers; and e) a proposed plan for coordinating with the Local Distributor for an increase in price to be billed by the Local Distributor designed to reimburse the Competitive Supplier for such cost impact. In the event Municipality reasonably believes the documents provided as set forth above do not support Competitive Supplier' invoking a price change due to a Regulatory Event or New Taxes, Municipality shall respond to Competitive Supplier in writing within ten (10) business days of Competitive Supplier's written notice and include with such response sufficient information to reasonably dispute Competitive Supplier's position. If the Parties are not able to agree on reimbursement contemplated by this Article 17, the matter may be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Customers with a 30-day advance notice of the price change (the "Price Adjustment Notice"). If a price adjustment is agreed to by the Parties, or if, after dispute resolution, it is determined that a price adjustment is appropriate in a specified amount, the Competitive Supplier shall prepare a Price Adjustment Notice, subject to review of the Municipality. The Municipality will file the Price Adjustment Notice and any related customer communications relating to the Regulatory Event with the DPU, which shall have ten (10) days to review the Price Adjustment Notice prior to issuance of such notice to customers by the Competitive Supplier.

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 an assignment of this ESA to an affiliate of Competitive Supplier, which shall not require Municipality's approval, 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. Notwithstanding the above, 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; (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 NEW PRODUCTS AND DIRECT MARKETING

18.2.1 New Products

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Customers or other Eligible Customers located within the Municipality, and subject to the limitations in Article 2.6, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality. Any new product or service that the Competitive Supplier and/or Municipality seek to make available to Participating Customers is subject to Department approval. It will not be a violation of this ESA for Competitive Supplier to send any new product offerings or services as part of a general marketing campaign it conducts in the ordinary course of its business, providing Competitive Supplier does not use any customer list or information provided pursuant to this ESA.

18.2.2 Direct Marketing

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Customer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Customers 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 Customer. 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." Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Customers/Participating Consumers to send Department-approved opt-out notices, education materials and other communications essential to the operation of the Program. Such lists of Eligible Customers/Participating Consumers may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Participating Customers. It will not be a violation of this ESA for Competitive Supplier to send any new product offerings or services as part of a general marketing campaign it conducts in the ordinary course of its business, providing Competitive Supplier does not use any customer list or information provided pursuant to this ESA.

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:

Direct Energy Services, LLC
12 Greenway Plaza, Suite 250
Houston, Texas 77046
ATTN: Contract Admin

With copy to:

General Counsel, NAH
Direct Energy
12 Greenway Plaza, Suite 250
Houston, TX 77046

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

David Genereux, Town Administrator
Town of Leicester
3 Washburn Square,
Leicester, MA, 01524,
(508) 892-7011
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 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 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 particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (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 customer 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 shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the 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 strict construction shall be applied against either Party.

18.10 COUNTERPARTS

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

18.11 COMMISSION FEES

The Parties acknowledge that the Price for energy as described in Exhibit A includes: a) a commission fee equal to \$0.001 (1 mil) per kWh of Participating Customers' actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program; and b) a commission fee equal to \$0.000025 per kWh of Participating Customers actual usage for the first thirteen (13) months of the term of this Agreement shall be included in the Price set forth in Exhibit A, representing the Metropolitan Area Planning Council ("MAPC") costs for project development, administration and support for the Program. The Competitive Supplier agrees to include these commission fees in the Price for energy and to make the monthly commission payments for Good Energy, L.P. and MAPC on behalf of Participating Customers to Good Energy, L.P. for the term as provided for in this ESA. Good Energy, L.P. shall be responsible for transmitting the MAPC's commission fees received from Competitive Supplier to MAPC, and Competitive Supplier shall have no liability to any party for Good Energy, L.P.'s failure to transmit any such MAPC commissions fees. The

commission fees shall be paid fifteen (15) business days following receipt by Competitive Supplier of the meter readings of each Participating Customer's meter(s) performed by the Local Distributor, provided that Competitive Supplier and Good Energy agree that if Competitive Supplier has not been paid for a Participating Consumer's All Requirements Power Supply, no commission payment on behalf of that Participating Consumer shall be paid until such payment is received by Competitive Supplier from the Local Distributor. 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 CO-OPERATION

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

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan approved by the DPU. The Parties recognize that the Municipality cannot enter into an ESA unless it is consistent with DPU-approved 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 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 and the Municipality agree not to use, whether directly or through any of its Associated Entities, the name of the other Party, or make any reference to the other Party in any advertising or other information to be distributed publicly for marketing or

educational purposes, unless such Party expressly agrees to such usage. Any proposed use of the name of the other Party must be submitted in writing for agreement and prior approval; provided, however, after the release of the initial press release, Competitive Supplier may advertise its identity as the Program's energy supplier without the need for prior approval from the Municipality, and Municipality may advertise that Competitive Supplier is the Program's energy supplier without the need for prior approval from Competitive Supplier. 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 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 Limitation of Liability

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 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) 25% 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) \$2,500,000.00.

18.20 Standard of Care

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

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

Price by Program (applies to all rate classes)

<u>Default Program:</u> all participants are enrolled in this product option unless they opt out	<u>Price per kWh</u>
Leicester Standard (no additional Renewable Energy Certificates)	\$ _____
<u>Optional Programs:</u> to enroll in this product option participant must affirmatively opt in	
Leicester 50 (50% additional Renewable Energy Certificates)	\$ _____
Leicester 100 (100% additional Renewable Energy Certificates)	\$ _____

Terms for System Supply Service

Delivery Term: The Delivery Term stated on this Exhibit A will commence, for each Participating Customer account, on the first scheduled Customer meter read date for _____ [month/year] (“Service Commencement Date”) and continue for a term of _____ months until the first scheduled Customer meter read date after _____ [month/year] (the “Service Termination Date”), unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA.

Pricing: The price for All-Requirements Power Supply is set forth in the table above (the “Retail Price”). The Retail Price includes any costs associated with meeting Massachusetts Renewable Portfolio Standards at the level required by the applicable law throughout the term of the Agreement, and includes all adders and ancillary charges. 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 Customers at any time during the term of this ESA.

Start Date: All-requirements retail power supply will commence on the Service Commencement Date at the prices stated above. Competitive Supplier shall submit all enrollments to the Local Distributor at least two business days before the next meter read.

Renewable Energy Certificates in System Supply: The Competitive Supplier shall include Renewable Energy Certificates in the All-Requirements Power Supply mix in an amount equal to the respective requirements of: (a) Massachusetts DOER's Renewable Portfolio

Standards, (b) Alternative Energy Portfolio Standard, and (c) Clean Energy Standard starting with current requirements on the Start Date (“RPS Requirements”) or pay the applicable alternative compliance payment imposed by the relevant Massachusetts regulatory authority. For the purposes of clarity, the Competitive Supplier’s contract price includes the cost of the requirements associated with supplying Massachusetts Clean Peak Resources in accordance with Section 17 of Chapter 25A of the Massachusetts General Laws, and such final regulation 225 CMR 21.00, the Clean Peak Energy Portfolio Standard that was filed by the DOER with the state secretary on July 23, 2020 and took effect on publication in the Register on August 7, 2020.

Voluntary Renewable Energy Certificates (“RECs”). In addition to the RPS Requirements, the Competitive Supplier shall include 50% additional RECs for customers participating in the Leicester 50 program and 100% additional RECs for customers participating in the Leicester 100 program (“Massachusetts Class I Voluntary REC Purchase”)

MA Class I Voluntary RECs Purchase. This Agreement includes a purchase of renewable energy certificates, sourced from Renewable Resources (in an amount equal to the percentages of the Participating Customers electricity usage described above, over and above any then current renewable portfolio standard, clean energy standards or carbon reduction requirements applicable to alternative retail electric suppliers in Massachusetts. Competitive Supplier anticipates that the RECs delivered hereunder will be generated primarily by wind and solar facilities, but some portion of the RECs may be generated by landfill gas, biomass, or hydroelectric facilities, and Competitive Supplier reserves the right to source the RECs from any qualifying MA Class I Renewable Resource. Each REC represents the environmental attributes associated with one MWh of electricity generated by a Renewable Resource, but does not include any tax credits, depreciation allowances or third party subsidies of any kind. For purposes of this Agreement:

“**Renewable Resource**” means any electric power generator meeting the eligibility criteria of a MA Class I renewable energy source as set forth in the Massachusetts’s Renewable Energy Portfolio Standard, M.G.L.A. 25A § 11F, and the regulations promulgated thereunder, as applicable, as of the Effective Date of this Agreement. Competitive Supplier does not represent or warrant that the RECs purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction or similar program. RECs will be retired for all Participating Consumers collectively at the Program level.

Eligible Customer Opt-Out: Participating Customers are free to opt-out of the Program by contacting the Local Distributor or the Competitive Supplier. Participating Customers are to provide five (5) days’ notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Customers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a

credit review for any customer participating in the Program, nor will Competitive Supplier require any customer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Customer and return such customer to Basic Service in the event that the customer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

For purposes of this Agreement, the Municipality agrees and acknowledges that the actual sources (i.e., solar, wind, etc.) in the definition for Renewable Energy corresponds to what the Competitive Supplier can and will offer consistent with the requirements of the Program for Participating Customers who choose such product, and shall be in the form of a “Renewable Energy Certificate”. Competitive Supplier does not provide energy for purposes of Renewable Energy as that term is defined herein.

EXHIBIT B

REPORTS

Competitive Supplier shall provide the following five reports to the Municipality, at no additional charge, as noted below or as otherwise agreed to by the Parties in writing.

1) SALES REPORT (DATA PORTAL REPORT): Monthly report of sales which will contain the following information broken out by month, customer type (i.e., rate class), electricity supply product name: (i) the actual aggregate kWh sales for each meter read of the reporting period; (ii) the number of Participating Customer accounts active in each meter read of the reporting period as of the (a) first of the month and (b) end of the month; (iii) enrollments; (iv) drops; (v) accounts billed; and (vi) the price per kWh. Data for each subsequent month will be added to the previous month’s report so that it provides a month-by-month view of entire contract. Report shall be formatted with columns as shown in sample below (sample is for municipality with four electricity supply products, showing two months and using Eversource rate class):

TOWN	MONTH	CUSTOMER TYPE	PRODUCT	ACTIVE ACCOUNTS AS OF FOM	ENROLLMENTS	DROPS	ACTIVE ACCOUNTS AS OF EOM	ACCOUNTS BILLED	USAGE (KWH)	[Blank Column]	PRICE (\$/kWh)
Community Name	202101	G1	Community Name BASIC								
Community Name	202101	G2	Community Name BASIC								
Community Name	202101	R1	Community Name BASIC								
Community Name	202101	R2	Community Name BASIC								
Community Name	202101	R3	Community Name BASIC								
Community Name	202101	R4	Community Name LOCAL GREEN X%								
Community Name	202101	S2	Community Name LOCAL GREEN X%								
Community Name	202101	R2	Community Name LOCAL GREEN X%								
Community Name	202101	G2	Community Name LOCAL GREEN X%								
Community Name	202101	T2	Community Name LOCAL GREEN X%								
Community Name	202101	R3	Community Name LOCAL GREEN X%								
Community Name	202101	S3	Community Name LOCAL GREEN X%								
Community Name	202101	T1	Community Name LOCAL GREEN X%								
Community Name	202101	G1	Community Name LOCAL GREEN X%								
Community Name	202101	R1	Community Name LOCAL GREEN X%								
Community Name	202101	G1	Community Name LOCAL GREEN 50%								
Community Name	202101	G2	Community Name LOCAL GREEN 50%								
Community Name	202101	R3	Community Name LOCAL GREEN 50%								
Community Name	202101	R2	Community Name LOCAL GREEN 50%								
Community Name	202101	R1	Community Name LOCAL GREEN 50%								
Community Name	202101	R1	Community Name LOCAL GREEN 100%								
Community Name	202101	R2	Community Name LOCAL GREEN 100%								
Community Name	202101	G2	Community Name LOCAL GREEN 100%								
Community Name	202101	R3	Community Name LOCAL GREEN 100%								
Community Name	202101	G1	Community Name LOCAL GREEN 100%								
Community Name	202102	G1	Community Name BASIC								
Community Name	202102	G2	Community Name BASIC								
Community Name	202102	R1	Community Name BASIC								
Community Name	202102	R2	Community Name BASIC								
Community Name	202102	R3	Community Name BASIC								
Community Name	202102	R4	Community Name LOCAL GREEN X%								
Community Name	202102	S2	Community Name LOCAL GREEN X%								
Community Name	202102	R2	Community Name LOCAL GREEN X%								
Community Name	202102	G2	Community Name LOCAL GREEN X%								
Community Name	202102	T2	Community Name LOCAL GREEN X%								
Community Name	202102	R3	Community Name LOCAL GREEN X%								
Community Name	202102	S3	Community Name LOCAL GREEN X%								
Community Name	202102	T1	Community Name LOCAL GREEN X%								
Community Name	202102	G1	Community Name LOCAL GREEN X%								
Community Name	202102	R1	Community Name LOCAL GREEN X%								
Community Name	202102	G1	Community Name LOCAL GREEN 50%								
Community Name	202102	G2	Community Name LOCAL GREEN 50%								
Community Name	202102	R3	Community Name LOCAL GREEN 50%								
Community Name	202102	R2	Community Name LOCAL GREEN 50%								
Community Name	202102	R1	Community Name LOCAL GREEN 50%								
Community Name	202102	R1	Community Name LOCAL GREEN 100%								
Community Name	202102	R2	Community Name LOCAL GREEN 100%								
Community Name	202102	G2	Community Name LOCAL GREEN 100%								
Community Name	202102	R3	Community Name LOCAL GREEN 100%								
Community Name	202102	G1	Community Name LOCAL GREEN 100%								

2) MASTER ACCOUNT LIST: Monthly report of Participating Customers, which includes those customers that: (i) were submitted for enrollment; (ii) have been enrolled during this ESA; and (iii) are currently enrolled during this ESA. The report shall include all customer identifying information provided by the Local Distributor and: (i) opt-out notice mailing date; (ii) account status (e.g., enrolled, dropped, account rejected, never submitted, etc.); (iii) account start date; (iv) account end date; (v) account read cycle; (vi) load zone; and (vii) current product start date or opt in date (if applicable e.g., if an account switched from one product to another in the Program).

3) MASTER OPT OUT FILE: Monthly or as otherwise agreed to by the Parties in writing, Competitive Supplier shall provide a report of Eligible Customers that opted out of the aggregation program, which includes those Eligible Customers that opted out after receiving an opt out notice but prior to enrollment and Participating Customers that enrolled in the aggregation program and then left the Program for any reason. The report shall include all customer identifying information provided by the Local Distributor and (i) opt-out notice mailing date (if applicable) and (ii) opt out date. If the Program has had a previous ESA(s), Competitive Supplier shall initially populate this report with the list of customers that opted out under the previous ESA(s), which list shall be provided by the City's aggregation consultant. Competitive Supplier shall provide this list 10-business day after the close of any Local Distributor Read Month, including the final Read Month after expiration or termination of the ESA.

4) REFRESH MAILING LIST: This mailing list shall be created at least four (4) times a year, or as otherwise agreed to by the Parties in writing, by the Competitive Supplier and shall include customer information for all customers listed in the Updated LDC Eligible Customer File but excluding only customers listed in the Master Opt Out File. Within 15 days of the end of the opt-out period, Competitive Supplier shall provide a summary report of enrollments, opt outs and rejections.

5) COMMISSION REPORT – Competitive Supplier shall provide Municipality with information to obtain this report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide a written copy of such report within thirty (30) days of the end of the prior month.

TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY

Rate Code _____
Rate Name _____
Customer _____
No Accounts _____

kWh

January _____
February _____
March _____
April _____
May _____
June _____
July _____
August _____
September _____
October _____
November _____
December _____

EXHIBIT C
REC PURCHASE AGREEMENT

Begin forwarded message:

From: Christopher Fevry <chris@yourgreenpackage.com>
Date: March 30, 2021 at 12:30:19 PM EDT
To: "Forsberg, Kristen" <forsbergk@leicesterma.org>, "Genereux, David" <genereuxd@leicesterma.org>, "Buck, Michelle" <BuckM@leicesterma.org>
Subject: Letter to Planning & Select Board

Hello David, Michelle, and Kristen,

Below is the letter to share with the Planning and Select Board.

David Generoux
Town Administrator
Town of Leicester

Dear Mr. Genereux:

My name is Christopher Fevry. I'm the Co-Founder of Dris Dispensary. We are a social equity-approved company as defined by the Cannabis Control Commission and 90%+ minority-owned and operated.

Our team has deep roots in Massachusetts. I currently live in Quincy, MA and graduated from Bentley University with a degree in management w/a concentration Entrepreneurship, and a 2nd major of Global Perspectives. My business partner (who also happens to be my fiancé), Lourdharry Pauyo, grew up in Brockton and graduated from Umass Amherst with a degree in Building Construction Technologies. Our long-term goal is to settle down and establish a

family business while supporting our local community.

Therefore, when we heard that Leicester was open to Cannabis, committed to working with small minority businesses, and increasing the retail cap, we identified Leicester as a city with which we wanted to partner.

We felt that Leicester would be a great place to open a dispensary, give back to the community, and provide products that would help people dealing with conditions like cancer, anxiety, and more. Also, due to the proximity to Worcester and being able to supplement the retail location with Delivery (due to our social equity status) presented an exceptional opportunity to create a great business while generating additional revenue for the town.

Last month, we invested in a property on 488 Stafford Street in Leicester only to discover shortly thereafter that Leicester was no longer considering increasing its number of retail locations.

Therefore, we are writing this letter to gracefully ask that the Select Board and Planning Board to reconsider this decision.

We've attached an overview of our plans and can provide more information if requested. Please do not hesitate to contact me if you have any questions about our plans. Thank you in advance for your time and consideration.

Sincerely,

Christopher Fevry

--

Christopher Fevry
Co-Founder of Your Green Package
401-261-2950



Your Favorite Dispensary.

Planning Board Presentation
April 5th - 6:30pm

Meet The Team



Christopher Fevry - Co-Founder & CEO

- Massachusetts based
- Bentley University graduate with a double major in Management w/ a concentration Entrepreneurship and Global Perspectives.
- Previous President of the MA Cannabis Association for Delivery that led the charge in the successful creation of the new delivery license. Currently, VP of Operations at Plymouth Armor Group (largest licensed 3rd party cannabis transporter).
- Prior to entering the cannabis space, he worked at a tech startup helping grow that company from zero dollars in revenue to 2 million. Chris, brings deep understanding of cannabis regulations, team building, and operations experience to the team.



Lourdharry Pauyo - Co-Founder & Chief of Staff

- Massachusetts based & Social Equity Applicant
- Graduated from UMASS Amherst with a degree in Building Construction Technology.
- Dharry has had many years of working in customer relations and understands the entire customer experience.
- Works as a Real Estate Agent at Keller Williams Realty (#1 Real Estate Firm in the Country).
- Dharry does an excellent job at building relationships, solving complex problems, and helping assess buildout requirements.

Mentors



Caroline Frankel- CEO of Caroline's Cannabis - Mentor

- Caroline's Cannabis is the first woman-owned and operated marijuana retailer, and first general applicant to commence operations in MA.
- Graduate from Johnson & Wales University with a Bachelor's Degree in Business Management
- Commenced operations in 2019 for stores in Uxbridge, MA
- Massachusetts Resident & Social Equity participant

Advisors



Dennis Kunian - Cannabis Consultant - Advisor

- United States Veteran & MA Resident
- Dennis was intimately involved in all aspects of launching 13 dispensary and cultivation facilities throughout the Midwest and Northeast
- Dennis led the Colombia care team that was responsible for the first dispensary license in Boston, and the opening of cultivation and dispensary facilities in Lowell and Greenfield Massachusetts
- Dennis has served on the board of numerous state and national opiate addiction task forces and is active in Massachusetts state and federal politics, specifically as a consultant to Senator Ed Markey

Company Highlights:

- **51% Cannabis Control Commission certified Social Equity owned**
- **94.3% - Minority Owned & Operated**
- As a Social Equity owned company, we will receive priority review on all applications and 3-year exclusive access to delivery licenses
 - Owners of Your Green Package, a provisionally licensed Marijuana Courier service located in Bellingham, MA
- Priority review of applications as a social equity owned company
- Currently represented by Vicente Sederberg (Top Cannabis Law Firm in the US)
- **Team possesses deep experience in operations, security, and compliance.**

The Proposed Location

Proposed Marijuana Establishment at 488 Stafford Street, Leicester, MA 01611

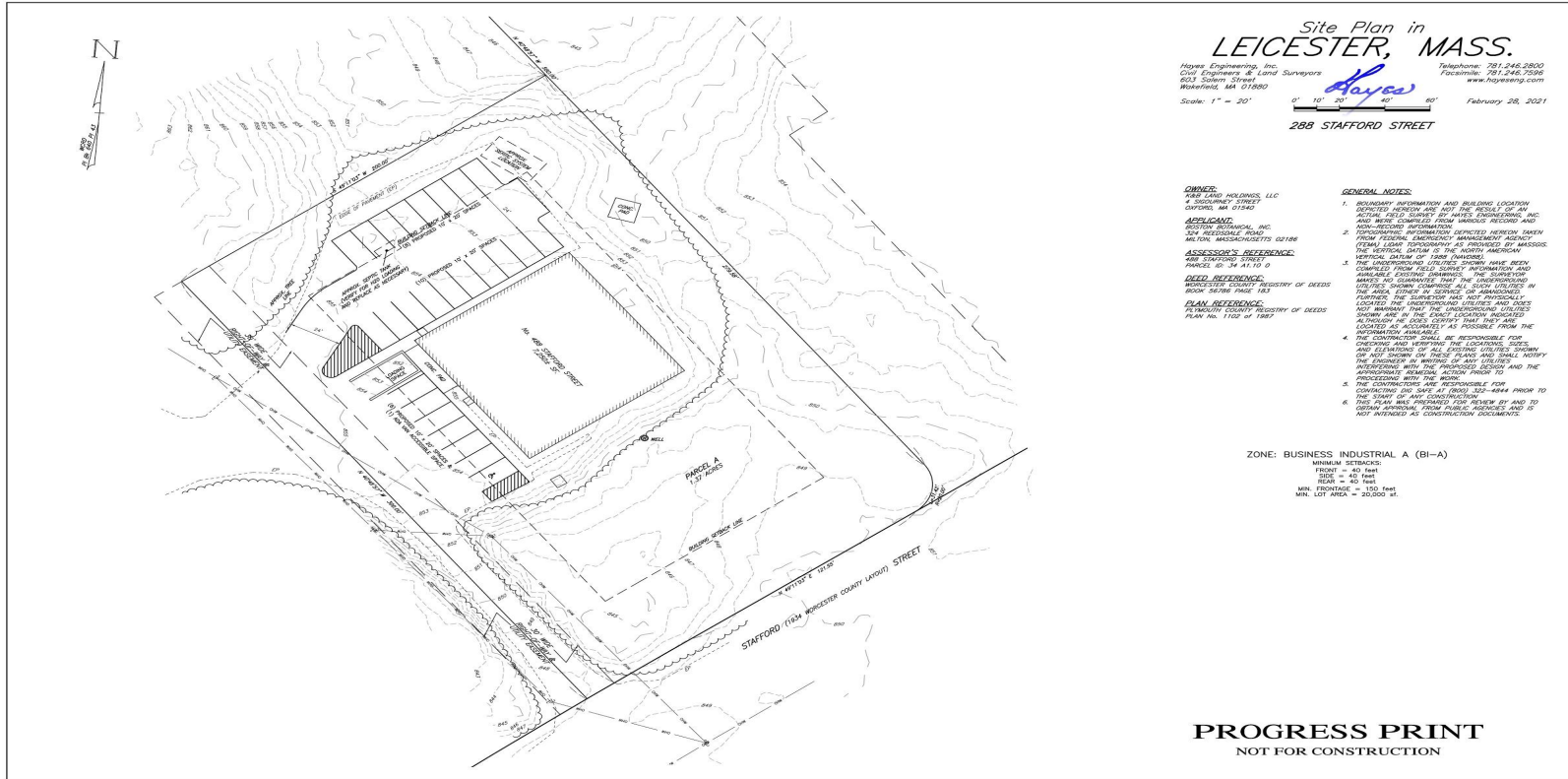
- Dris is proposing a Marijuana Retail location at 488 Stafford Street
 - Plans to invest in Cultivation in 2022
 - Dris will contract with Your Green Package to provide delivery services in Leicester & Worcester.
- A Marijuana Retailer is defined pursuant to 935 CMR 500.002 means an entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to transfer or otherwise transfer this product to Marijuana Establishments and to sell to consumers. Unless licensed, retailers are prohibited from offering marijuana or marijuana products for the purposes of on-site consumption on the premises of a Marijuana Establishment

Zoning

- Zoned: Industrial
- 500+ feet from any schools, playgrounds, daycare, parks, and any place where children congregate
- Adheres to all MA zoning stipulations for a Marijuana Recreational dispensary

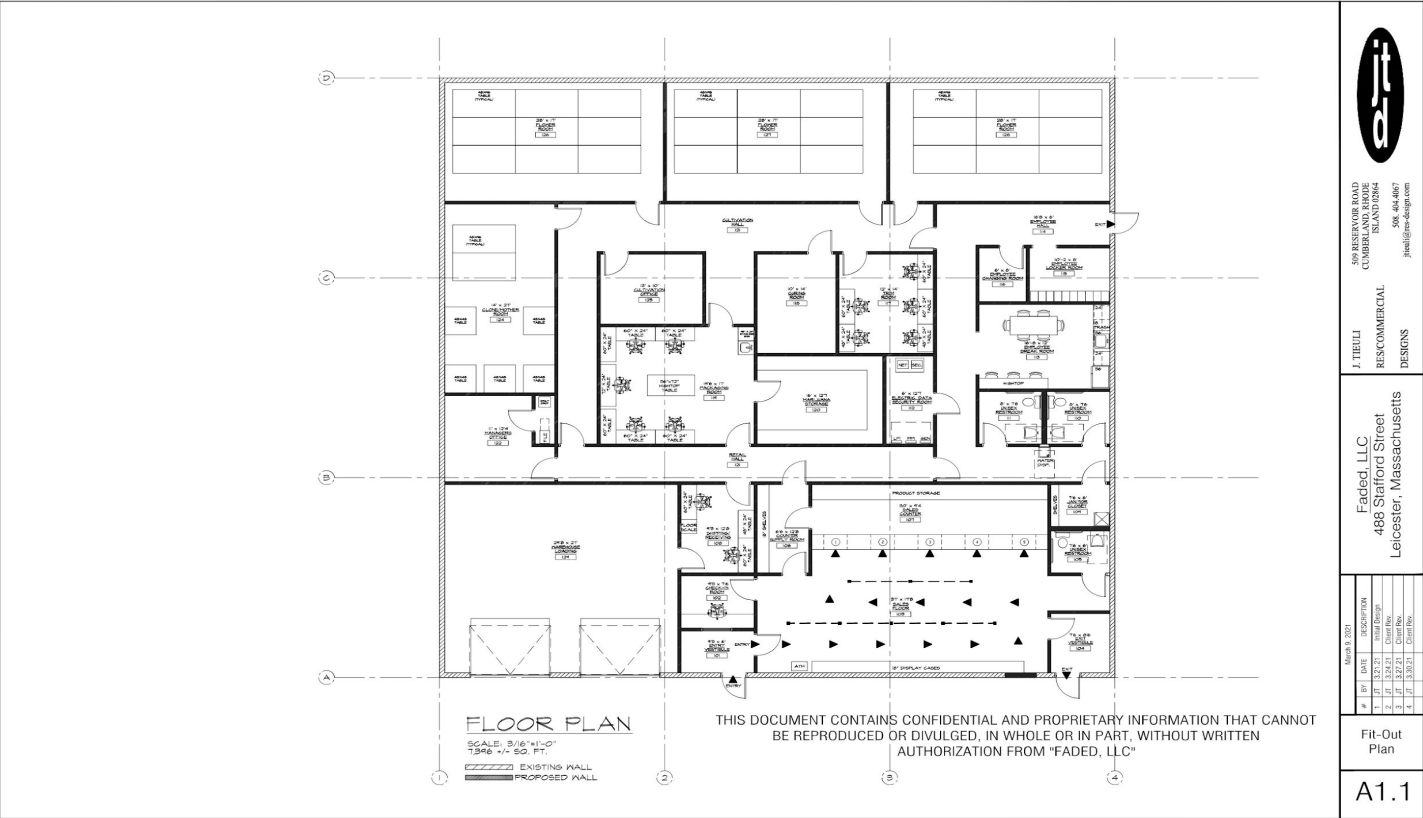


Site Plan



Highlight: Increased the amount of parking spaces onsite from 6 to 24

Floor Plan



Highlight: 5 POS Stations to allow customers to go in and out within minutes

Security

Security

Security measures will be fully compliant with 935 CMR 500.110 and provide safety measures to deter and prevent: unauthorized entrance into areas containing marijuana and the theft of marijuana while protecting the premises, employees, consumers, and the general public.

- Perimeter Alarms
- Proper Lighting
- Motion Detection
- 24/7 Recording Video Surveillance
- 24/7 Monitoring Station
- Panic Alarms connected to local safety and law enforcement
- Limited Access utilizing Only-Control Door System
- **Professional Security Personnel will be present during hours of operations**

Preventing Diversion To Minors

- Upon entry into store, an individual's ID will immediately be inspected to verify individual is 21 and over.
- 24/7 video surveillance cameras will be positioned to immediately capture a clear still photo of any person entering or exiting with date and time stamp embedded.
- Professional uniformed security personnel
- Fully Integrated alarm system
- Marijuana and marijuana products will be sold in child-resistant packaging that will be plain and opaque.
- Product labeling will include required statement: KEEP THIS PRODUCT AWAY FROM CHILDREN, and symbols indicating: NOT SAFE FOR KIDS and CONTAINS THC.
- Comprehensive daily, monthly, and yearly inventory tracking will be conducted and recorded to prevent any product diversion.
- All employees will be rigorously trained on compliance regulations and prevention system protocols.
- Providing consumer education material about the penalties of diversion to minors.



The Dispensary Would Be Low-Key and Safe

- All exterior lighting will be code conforming
- No exterior neon signage
- No on-site consumption
- Loitering is strictly prohibited
- Air filtration system will be used to eliminate any possible odor

Conclusion

Summary

- **Opportunity to partner with a Minority owned and Operated Cannabis retailer.**
- **Cannabis Control Commission Social Equity Certified.**
- Rare opportunity to also offer home delivery services in the Worcester county area.
- Team is very invested in Leicester and wants to partner and invest in the local community.
- Opportunity to greatly increase tax revenue.
- Team possesses deep experience in operations, security, compliance.

Q&A

LAW OFFICE OF
HÉCTOR E. PIÑEIRO, P.C.

807 MAIN STREET
WORCESTER, MASSACHUSETTS 01610
(508) 770-0600

FAX (508) 770-1300
hector@pineirolegal.com

HÉCTOR E. PIÑEIRO

ROBERT A. SCOTT

NANCY CRUZ DE PIÑEIRO
Business Manager

CORRESPONDENT

MARÍA S. PIÑEIRO SOLER, L.L.M.
EDIFICIO PONCE DE LEÓN
161 PONCE DE LEÓN AVE., SUITE 302
SAN JUAN, PUERTO RICO 00918
TEL: (787) 250-8304
FAX (787) 758-4236

March 26, 2021

genereuxd@leicesterma.org

David A. Genereux, Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524

forsbergk@leicesterma.org

Kristen L. Forsberg, MPA & MCPPO
Assistant Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01524

RE: Host Community Agreement discussions and proposal to be presented to Board of
Selectmen for April 5, 2021
Outdoor Marijuana Cultivation Leon H. Dykas III
Town Meadow Farm 124 Green Street, Leicester, MA

Dear Mr. Genereux and Ms. Forsberg:

We wanted to thank both for making time yesterday to sit down and discuss our future plans for outdoor cultivation and parameters for a host community agreement (“HCA”) with the Town of Leicester in accordance with 935 CMR 500.400. I wanted to confirm in writing the proposal that we made to you yesterday. We proposed the following percentages/caps:

1. 1st year we propose paying the Town 1.5% of our gross annual revenues with a \$100,000.00 dollar cap,
2. 2nd year we propose paying the Town 1.5% of our gross annual revenues with \$200,000.00 dollar cap,
3. 3rd year we propose paying the Town 1.5% of the first \$5Million of our gross revenues with a 2.0% increase for any revenues over \$5 million and a \$300,000.00 dollar cap,

4. 4th year we propose paying the Town 1.5% for the first million dollars of our gross revenues and 3% of our total gross annual revenues that exceed \$1 Million annually along with a \$400,000 cap,
5. 5th year we propose paying the Town 1.5% for the first million dollars of our gross revenues and 3% of our total gross revenues that exceed \$1 Million annually without a cap,

In support of the percentages we propose as part of our HCA, we made the following points:

1. We are locally owned and Mr. Dykas will be the primary share holder,
2. We are not engaged in indoor cultivation --a much more controlled environment. We are engaged in a purely agricultural activity that carries a host of risks that include, crop failure, weather factors, pests and other unforeseen factors,
3. We want to hire contractors and employees from the Town and rent equipment from local vendors,
4. We are already inherently invested in the town and community. My clients family lives in Leicester and attend its schools,
5. Our mission statement is wholistic and diametrically different from any other Cannabis growers (and applicants) in the town and for that matter in the Commonwealth.
6. Our mission is to use the capital from the cultivation of marijuana and have it boost local agriculture.
7. With our revenues we seek to preserve and improve existing agricultural farm land and other natural resources,
8. With a stream of revenue we intend to work cooperatively with other farmers and purchase other pieces of land to stop urban sprawl, develop agriculture and benefit the town,
9. We are confident that stopping large housing developments and urban sprawl would be far more economical to the town than any HCA concessions,
10. Because of timing issues, we are not going to be able to have a full crop for this year,
11. We mentioned as well that we are hoping to secure a major lease in a building in town that is vacant that will require substantial capital improvements and job development in town, rather than moving our drying and processing to a different town and being required to sign a new HCA,
12. The first three years will be our most vulnerable years.

David A. Genereux, Town Administrator
Kristen L. Forsberg, Assistant Town Administrator
Page 3

Finally, we have some thoughts on the remaining language that Leicester utilized with Integrated Genetics and Biopharma Research, LLC (IGBR). We are not sure that ¶ 10 would apply to us: “Monitoring of community impacts” i.e., including statistics on marijuana usage in the Leicester High School, etc. We also have some concerns regarding ¶14 entitled “Property Valuation/Taxation.” As you know, the subject parcel is taxed as agricultural land and that should be made very clear. We have no other objections to Leicester’s standard HCA. We look forward to your response and we thank you for your time and consideration.

Sincerely,


Hector E. Pineiro

Enclosure

Cc: Leon H. Dykas, III



Town of Leicester, Massachusetts

Annual Town Meeting Warrant

Annual Town Meeting – May 11, 2021 – 7:00PM

“In the Hands of the Voters”

**Meeting location:
MIDDLE SCHOOL GYM
70 Winslow Avenue
Leicester, MA 01524**

Version 3 – Published 03/31/2021

SPECIAL MESSAGE FROM THE MODERATOR COVID-19 PRECAUTIONS

Extensive efforts on the part of multiple members of the Leicester Town staff have been made to create a safe environment with effective social distances. To that end, I will be enforcing the following rules for attendance, per my authority under MA General Laws.

1. Per Leicester Town By-Laws, Town Meeting is open only to registered voters. No one who is not a registered voter in the Town of Leicester will be admitted to the meeting. The exceptions are non-resident department heads, the press, and those employed as legal representatives of persons with business on the warrant.
2. Pursuant to the Governor's COVID Order No. 31 and Department of Public Health Guidance all persons attending Town Meeting are strongly advised to cover their noses and mouths with a mask or cloth face covering unless exempted by Department of Public Health Guidance.
3. There will be an ample supply of hand sanitizer available at the meeting. Please use as needed.
4. Please arrive early. Check in will be slowed by the requirements of social distancing and to allow checkers working under challenging circumstances to process voters as efficiently as possible.
5. The chairs in the School Gymnasium will be placed to ensure proper social distancing protocols are followed. Please do not move them during the meeting in order to maintain safety protocols.

Town Rules & Procedures Review

Each Town Meeting is a formal legislative body. As such, we are governed by both Massachusetts General Laws and Chapter Two of Leicester's Town By-Laws. Our proceedings follow "Town Meeting Time, A Handbook of Parliamentary Law", and tradition.

The Town Moderator does not vote, except in cases of a tie vote on the floor.

Town Meetings in Leicester are open only to registered voters.

As members of the town meeting, voters have the right, if they so choose, to present opinions and to ask questions through the moderator in relation to the motion under discussion, and only to the motion under discussion. You have a right to be comfortable with the facts at hand in order to make an informed vote.

A voter wishing to address the meeting through the moderator should approach the microphone and must identify themselves and state their address each time they address the meeting. If it seems that the Moderator is not aware of your desire to speak, please give some signal so that you will be recognized. If you are not able to get to the microphone, please give a signal and a teller or volunteer will bring a microphone to you.

No one may speak to any motion more than twice, except to clarify a point or respond to a question through or from the moderator, and maximum time is ten minutes. Voters must stay on topic with the motion at hand, and personal attacks or slurs of any kind will not be tolerated.

If you have a question as to why something is done in a fashion, feel free to ask. Raise that question or issue with the statement, "Point of Order."

If a member of this meeting wishes to move the question, that motion must be made from the microphone. A motion to move the question will not be accepted from the floor. A motion to move the question simply indicates that at least the individual offering the motion to move the question and person making the second have heard all the debate they feel is needed. A seconded motion to move the question is not a debatable motion. At such time, all debate will cease, and a vote is taken. A 2/3 majority is required for passage. If the motion to move the question passes, we will immediately vote on the motion which was under discussion in the hands of the meeting. If the motion to move the question is defeated, debate on the motion previously under discussion will resume. This procedure is often misunderstood but is allowed and governed under the By-Laws of the Town of Leicester.

Any motion undertaken by Town Meeting in Leicester may be reconsidered, meaning it can be brought up for a vote a second time. The motion to reconsider a motion must be made within one hour of the taking of the original vote on the motion in question. A motion cannot be brought forward for reconsideration more than once.

Any motion made must be within the scope of the articles posted in the warrant and presented to the moderator in writing.

Respectfully,
Donald A. Cherry, Jr. – Town Moderator

Table of Contents

ARTICLE 1	PRIOR YEARS BILLS	5
ARTICLE 2	FY 2021 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS	5
ARTICLE 3	FUNDING IMPROVEMENTS AT TOWN PARKS	7
ARTICLE 4	ELECTED OFFICIALS SALARIES	7
ARTICLE 5	FY 2022 OPERATING BUDGET	8
ARTICLE 6	VOCATIONAL TUITION	12
ARTICLE 7	CMRPC ANNUAL ASSESSMENT	12
ARTICLE 8	FY22 CABLE PEG ACCESS ENTERPRISE ACCT APPROPRIATION.....	13
ARTICLE 9	OTHER POST-EMPLOYMENT BENEFITS TRUST	13
ARTICLE 10	STORMWATER MANAGEMENT	14
ARTICLE 11	GROUNDWATER STUDIES AT LANDFILL	14
ARTICLE 12	POLICE CRUISER	15
ARTICLE 13	FY 2022 CAPITAL IMPROVEMENT PLAN	15
ARTICLE 14	PURCHASE OF SOFTWARE	17
ARTICLE 15	AUTHORIZATION OF THE SCHOOL SUPERINTENDENT TO ENTER INTO AN AGREEMENT FOR FEDERAL TITLE IV-E REIMBURSEMENT	17
ARTICLE 16	TOWN-OWNED DAMS	18
ARTICLE 17	PROJECT DESIGN OF HILLCREST PROPERTY	18
ARTICLE 18	TRANSFER FUNDS INTO STABILIZATION	19
ARTICLE 19	ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS	19
ARTICLE 20	ACCEPTANCE OF PROPERTY FROM HILLCREST WATER DISTRICT 13 LEHIGH ROAD, MAP 39, BLOCK A9.	20
ARTICLE 21	EXPANSION ARTICLE 7 OF THE NOVEMBER 13, 2006 SPECIAL TOWN MEETING TITLED BURNCOAT PARK ENVIRONMENTAL SERVICES	21
ARTICLE 22	ADDITION TO CHAPTER 9 OF THE GENERAL BYLAWS VIA SECTION 34;.... PROHIBITION OF ENGINE BRAKING ON PUBLIC WAYS.	21
ARTICLE 23	ADOPTION OF MASSACHUSETTS GENERAL LAWS CHAPTER 48, SECTION 42A GOVERNING THE POSITION OF FIRE CHIEF	22
ARTICLE 24	ADOPTION OF AN ARCHITICURAL DISTRICT BYLAW	22
ARTICLE 25	AMENDMENT OF SECTIONS 5.6 AND 3.2.07 OF THE ZONING BYLAWS, REGARDING THE GREENVILLE VILLAGE NEIGHBORHOOD BUSINESS DISTRICT AND SIGNS	27
ARTICLE 26	HIGHWAY BUSINESS INDUSTRIAL HB-1 & HB-2 DISTRICT AMENDMENTS.....	33
ARTICLE 27	MARIJUANA ESTABLISHMENT AMENDMENTS	35
ARTICLE 28	AMENDMENTS TO OUTSIDE STORAGE BYLAW.....	36
ARTICLE 29	AMENDMENTS TO BUSINESS RESIDENTIAL & RESIDENTIAL INDUSTRIAL BUSINESS ZONING BYLAWS	38

WORCESTER, SS.
To a Constable in the Town of Leicester,

GREETINGS:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the Inhabitants of the Town of Leicester qualified to vote in Town Elections and Town Affairs to meet at the Middle School Gymnasium, 70 Winslow Avenue, Leicester, MA on Tuesday, the 11th day of May, 2021 at 7:00 PM, then and there to act on the following articles, namely:

ARTICLE 1 PRIOR YEARS BILLS

To see if the Town will vote to approve to transfer or appropriate a sum of money to pay unpaid bills from a prior fiscal year or take any action thereon.

PROPOSED MOTION

I move that the Town vote to authorize and transfer \$14,112.20 from Free Cash for the payment of the following prior year's bills:

<u>Vendor</u>	<u>Date of Invoice</u>	<u>Amount</u>	<u>Reason</u>
Petrini & Associates	01/31/20	\$4,612.20	Billing error
Acorn Recording Solutions	06/09/20	\$9,500.00	Not Processed
Total		\$14,112.20	

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding from Free Cash to pay for two prior year bills that went unpaid when the FY 2020 appropriations were closed. The invoice from Petrini & Associates is for January 2020 Town Counsel services. The invoice from Acorn is for a 12 Channel VSLogger for the Police Department.

VOTE REQUIRED FOR PASSAGE Requires a 4/5th's vote.

ARTICLE 2 FY 2021 DEPARTMENT AND/OR WARRANT ARTICLE TRANSFERS

To see if the Town will vote to raise and appropriate, transfer from available funds in the Treasury, transfer from other budget accounts, adjust budgets, transfer to/from or adjust existing warrant articles such sums of money as may be necessary to defray expenses and fund various and diverse accounts in the Fiscal Year 2021 operating budget of the Town, any other warrant articles or take any action thereon.

PROPOSED MOTION

I move that the Town vote to transfer the following sums, totaling \$236,642 from and to the accounts listed in the table below:

<u>From:</u>	<u>Amount</u>
Employee Benefits (01-914-5110-002)	\$231,142
Select Board Consultant/Professional Services (01-122-5200-004)	\$5,500
Total	\$236,642

To:	
Assessors Salary (01-141-5100-000)	\$16,000
Reserve Fund (01-130-5700-007)	\$34,814
Elections & Registration (01-162-5100-000)	\$10,000
Snow and Ice (01-423-5130-000)	\$152,000
Animal Control Salaries (01-292-5101-000)	\$625
Animal Control Consultant/Professional Services (01-292-5200-004)	\$1,500
Police Professional Services (01-210-5200-004)	\$3,582
Town Hall Building Electric (01-197-5200-002)	\$6,000
Highway Department Wages (01-420-5100-000)	\$6,621
Town Hall Heating Fuel (01-197-5400-003)	\$5,500
Total	\$236,642

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article would amend the Fiscal Year 2021 operating budget by transferring funds from two current fiscal year accounts that have forecast surpluses to the following accounts:

- **Assessors Salary (\$16,000)** – Anticipated budget shortfall due to payout of forty (40) days of wages owed to the former Principal Assessor upon his retirement.
- **Reserve Fund (\$34,814)** – Amount requested to bring the fund back up to \$50,000 in case of unforeseen, unbudgeted expenses during the remainder of the fiscal year.
- **Elections & Registration (\$10,000)** - Anticipated budget shortfall due to costs associated with the presidential primary and election.
- **Snow and Ice (\$152,000)** – Expected shortfall due to cost of snow removal
- **Animal Control Salaries (\$625)** – Stipend cost for the Animal Inspector that was not in budget
- **Animal Control Consultant/Professional Services (\$1,500)** – Additional funds needed for the testing and disposal of rabid animals due to an uptick in cases.
- **Police Professional Services (\$3,582)** – \$2,487 needed for repairs made to two former police vehicles that were transferred to the other Town departments. \$600 for fence repairs from a snow removal incident, and \$495 to purchase Adobe Pro for online grant writing and reporting.
- **Town Hall Building Electric (\$6,000)** – Underfunded in FY 2021
- **Highway Department Wages (\$6,621)** – Amount requested to fund a new truck driver/laborer position from mid-May through June to accommodate mowing and other school grounds maintenance through the spring season. This position is proposed to be permanently added to the FY22 budget. This is the 3rd of 3 positions Highway needs to properly maintain fields and grounds for the schools.
- **Town Hall Heating Fuel (\$5,500)** – Filled oil tank at Town Hall at end of season due to increasing fuel costs

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 3 FUNDING IMPROVEMENTS AT TOWN PARKS

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund improvements at town parks or take any action thereon.

PROPOSED MOTION

I move the Town transfer \$25,000 from Free Cash to fund improvements at town parks, the application of said funding to be prioritized by the Leicester Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding for the maintenance of town parks. Funds are appropriated annually for this purpose.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 4 ELECTED OFFICIALS SALARIES

To see what compensation the Town will vote to pay elected officials or take any action thereon.

PROPOSED MOTION

I move the Town vote to set the rate of compensation to pay elected officials for fiscal year 2022 as detailed in the May 11, 2021 Spring Annual Town Meeting Warrant.

FISCAL YEAR 2022 ELECTED OFFICIALS PAY RATES	
POSITION	PAY RATE
TOWN CLERK	\$68,134
SELECT BOARD – CHAIR	\$882
SELECT BOARD – MEMBERS (4) each	\$724
SCHOOL COMMITTEE – CHAIR	\$447
SCHOOL COMMITTEE – MEMBERS (4) each	\$197
PLANNING BOARD – CHAIR	\$320
PLANNING BOARD – MEMBERS (4) each	\$276
MODERATOR	\$81
BOARD OF HEALTH – CHAIR	\$320
BOARD OF HEALTH – MEMBERS (2) each	\$276
ASSESSOR – MEMBERS (3) each	\$597
TOTAL ELECTED SALARIES	\$77,315

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Compensation for elected officials is set by Town Meeting. The proposed FY 2022 elected officials pay rate is the same as approved by the voters for FY 2021 except for the Town Clerk, whose salary contains a 2% cost of living adjustment (COLA), consistent with the COLA for other union and nonunion employees.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 5 FY 2022 OPERATING BUDGET

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to defray the expenses of Town departments and Town accounts for the Fiscal Year beginning July 1, 2021 and ending on June 30, 2022, as listed in the May 11, 2021 Spring Annual Town Meeting Warrant or take any action thereon.

PROPOSED MOTION

I move the Town vote to approve the budgets of the several Town departments and Town Accounts as printed in the Spring Annual Town Meeting Warrant for the Fiscal Year beginning July 1, 2021, in the aggregate amount of \$30,561,675, and to fund this amount from the following sources:

<i>Transfer from Ambulance Receipts Reserved Account:</i>	<i>\$426,500</i>
<i>Transfer from Conservation Commission NOI Account:</i>	<i>\$9,991</i>
<i>Transfer from Free Cash:</i>	<i>\$150,000</i>

And the balance of the funds in the remaining sum of \$30,030,184 shall be raised and appropriated by taxation.

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
111	LEGAL					
	TOTAL	209,000	209,000	59,000	-150,000	-71.77%
114	MODERATOR					
	TOTAL	151	151	151	0	0.00%
122	SELECT BOARD					
	TOTAL	275,528	351,112	306,431	-44,681	-12.73%
130	RESERVE FUND					
	TOTAL	50,000	50,000	50,000	0	0.00%
131	ADVISORY BOARD					
	TOTAL	1,325	1,325	1,325	0	0.00%
135	ACCOUNTANT					
	TOTAL	122,611	143,619	146,149	2,530	1.76%
141	ASSESSORS					
	TOTAL	121,745	123,911	127,069	3,158	2.55%
145	TREASURER/COLL ECTOR					
	TOTAL	163,615	166,411	182,870	16,459	9.89%

Town of Leicester
Annual Town Meeting – May 11, 2021

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
147	TAX TITLE					
	TOTAL	16,000	0	0	0	0%
152	PERSONNEL BD					
	TOTAL	250	250	275	25	10.00%
155	IT DEPARTMENT					
	TOTAL	155,560	162,060	175,060	13,000	8.02%
161	TOWN CLERK					
	TOTAL	110,491	112,628	114,675	2,047	1.82%
162	ELECTIONS & REGISTRATIONS					
	TOTAL	35,100	40,500	36,500	-4,000	-9.88%
180	DEVELOPMENT & INSPECT. SVCS					
	TOTAL	241,930	265,332	267,083	1,751	0.66%
192	TOWN OWNED BLDG MAINT					
	TOTAL	68,281	68,281	68,281	0	0.00%
197	TOWN HALL BLDG MAINTENANCE					
	TOTAL	63,909	63,909	66,909	3,000	4.69%
198	TOWN HALL TELEPHONES					
	TOTAL	6,400	6,400	6,400	0	0.00%
199	OTHER - GENERAL GOV					
	TOTAL	54,155	66,451	67,564	1,113	1.67%
210	POLICE DEPT					
	TOTAL	2,034,796	2,033,475	2,271,573	238,098	11.71%
220	FIRE DEPT					
	TOTAL	305,307	329,398	332,934	3,536	1.07%
231	AMBULANCE					
	TOTAL	440,372	446,123	479,736	33,613	7.53%
232	EMERGENCY MANAGEMENT					
	TOTAL	4,813	4,813	4,889	76	1.58%
241	CODE DEPT					
	TOTAL	63,690	62,083	74,007	11,924	19.21%
292	ANIMAL CONTROL					
	TOTAL	33,552	33,934	34,444	510	1.50%
296	INSECT PEST CONTROL					
	TOTAL	7,850	7,850	7,850	0	0.00%
310	LEICESTER PUBLIC SCHOOLS					
	TOTAL	16,985,780	17,174,399	17,582,550	408,151	2.38%
420	HIGHWAY DEPT					
	TOTAL	801,680	957,002	1,019,546	62,545	6.54%

Town of Leicester
Annual Town Meeting – May 11, 2021

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
423	SNOW & ICE					
	TOTAL	121,000	121,000	121,000	0	0.00%
424	STREET LIGHTS					
	TOTAL	60,335	58,000	58,000	0	0.00%
541	COUNCIL ON AGING					
	TOTAL	108,280	101,546	107,239	5,693	5.61%
543	VETERANS SERVICES					
	TOTAL	92,982	126,613	126,748	135	0.11%
545	VETERANS GRAVES REG					
	TOTAL	2,400	2,400	2,400	0	0.00%
610	PUBLIC LIBRARY					
	TOTAL	216,629	225,435	231,071	5,636	2.50%
630	PARKS & RECREATION					
	TOTAL	6,450	6,450	6,450	0	0.00%
691	HISTORICAL COMM					
	TOTAL	950	950	950	0	0.00%
692	MEMORIAL DAY COMM					
	TOTAL	3,000	3,000	3,000	0	0.00%
710	MATURING DEBT PRINCIPAL					
	TOTAL	1,139,797	1,155,327	1,026,117	-129,210	-11.18%
751	MATURING DEBT INTEREST					
	TOTAL	406,144	369,949	331,047	-38,902	-10.52%
752	TEMPORARY LOAN INTEREST					
	TOTAL	33,255	20,665	20,665	0	0.00%
753	BOND ISSUE					
	TOTAL	0	1,100	1,100	0	0.00%
911	WORC REG RETIREMENT					
	TOTAL	1,314,800	1,456,243	1,556,343	100,100	6.87%
912	WORKER COMPENSATION					
	TOTAL	187,498	166,248	191,185	24,937	15.00%
913	UNEMPLOYMENT COMP					
	TOTAL	141,650	141,650	141,650	0	0.00%
914	EMPLOYEE BENEFITS					
	TOTAL	3,288,284	3,045,765	2,959,175	(86,590)	-2.84%

DEPT #	DEPARTMENT NAME	FY2020 BUDGET	FY2021 BUDGET	FY2022 TOWN ADMIN	\$ CHANGE	% CHANGE
945	BONDING & INSURANCE					
	TOTAL	160,682	216,750	249,263	32,513	15.00%
Grand Total – All Budgets		29,658,028	30,099,508	30,616,675	517,167	1.72%

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This is the FY 2022 operating budget for municipal and school services. Property tax proposed to be levied is within the allowances of Proposition 2 ½. We are utilizing the Governor’s proposed revenue estimates for local aid. This financial plan meets at least the minimum needs of every department and continues to move the Town forward in a sustainable direction. The FY 2022 budget is \$517,167 greater than the FY 2021 budget.

Please note the budget allocations below:

Department	FY 21 Budget	FY 22 Budget	\$ Change	% Change
Municipal Budget Increase	\$6,351,412	\$6,557,580	\$206,168	3.25%
School Budget Increase	\$17,174,399	\$17,582,550	\$408,151	2.38%
Intergovernmental Budget	\$6,573,697	6,476,545	(\$97,152)	-1.48%
Totals	\$30,099,508	\$30,616,675	\$517,167	1.72%

The budget increases show a higher percentage of funds being allocated to the municipal budget than the school budget. However, when the \$55,000 transfer from the vocation tuition article to the municipal budget for last of the three Highway staff to perform winter maintenance and school athletic field mowing is removed, the percentage increase between the municipal and school budgets is identical at 2.38%.

Municipal Budget Increase	\$206,168	3.25%
Less: Highway Transfer	(\$55,000)	
Municipal Net Budget Increase	\$151,168	2.38%
School Net Budget Increase	\$408,151	2.38%

The FY 2022 budget also proposes using \$150,000 in Free Cash as operating capital to reopen the police station lobby to the public effective July 1st. These funds are requested to hire the staff needed to keep the lobby open around the clock.

The Department has not been open since the regional dispatch agreement was signed with Worcester. The agreement freed up funds to hire additional officers with the savings realized by removing the cost of dispatch from the Police budget. However, removal of those personnel essentially closed the building to the public.

Funding this article would allow the Town to hire staff to manage the building, serve walk-ins, take general business calls, and watch prisoners. Currently, individuals in police custody must be moved to another town for holding and the Town is billed for this service.

This would be a pilot program for FY 2022. If successful, the Town would work to set aside funds annually to reduce the amount of free cash being used for this purpose.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 6 VOCATIONAL TUITION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money as may be necessary to fund the Vocational Tuition expenses for Leicester students for the fiscal year beginning July 1, 2021 or take any action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate \$1,023,000 for Vocational Tuition expenses for the Fiscal Year beginning July 1, 2021.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Chapter 74 of the Mass General Laws governs vocational technical education programs in public school districts. This article was moved out of the line item budget and into a separate warrant article starting in FY 2016. Tracking these costs independently allows for more accurate accounting of the costs associated with Leicester students attending other schools for vocational education. The amount requested is being lowered this year, as the full FY 2021 allocation is not being spent. That article will remain in case costs increase in FY 2022.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 7 CENTRAL MASS REGIONAL PLANNING COMMISSION ANNUAL ASSESSMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the FY 2022 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate, or take any other action thereon.

PROPOSED MOTION

I move the Town vote to raise and appropriate the sum of \$3,301 to fund the FY 2022 assessment from the Central Mass Regional Planning Commission, said assessment to be based on a per capita rate of \$0.30087.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

In accordance with Chapter 40B, Section 7 of the Mass General Laws, the Central Mass Regional Planning Commission requires member municipalities to pay the costs and expenses of the Central Massachusetts Regional Planning District each fiscal year. Leicester is a part of this District. The assessment is based on the population of the Town as it appears in the most recent national census (2010). The payment of this assessment will maintain the Town's services provided by the District.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 8 FY 2022 CABLE PEG ACCESS ENTERPRISE ACCOUNT APPROPRIATION

To see if the Town will vote to appropriate a sum of moneys to fund the FY 2022 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by fees received pursuant to the Town's cable licensing agreement, or act on anything relating thereon.

PROPOSED MOTION

I move that the Town vote to appropriate up to \$125,000 to fund the FY 2022 expenses of the Cable Access Enterprise Fund, as established by the vote under Article 5 of the May 1, 2018 Annual Town Meeting, pursuant to Massachusetts General Laws, Chapter 44, Section 53 F 3/4, said appropriation to be funded by funds available in the Cable PEG Access Enterprise Fund pursuant to the Town's cable licensing agreement.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Department of Revenue requires the Town to budget for the funds received through Charter for Cable PEG Access operations. While these funds are exclusively for Cable Access operations, it must be approved by the voters annually at Town Meeting. Any retained earnings from the FY 2021 appropriation will be moved to the FY 2022 Cable Enterprise budget at the Fall Town Meeting.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 9 OTHER POST-EMPLOYMENT BENEFITS TRUST

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to deposit into the Other Post-Employment Benefit (OPEB) Trust or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$70,000 from Free Cash to deposit into the Other Post Employment Benefit (OPEB) Trust Fund.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Other Post-Employment Benefits are benefits that an employer pays to an employee once they retire. Like most public-sector employers, the Town of Leicester provides matching funds towards the health insurance premiums of eligible retirees. In recent years, financial oversight entities including bond rating agencies and the Governmental Account Standards Board have required municipalities to perform an actuarial analysis to project the future cost of the benefits that are being offered. Further they have encouraged municipalities to begin setting funding aside to ensure they are able to make these payments in the future.

The most recent actuarial analysis performed for the Town estimates that the Town's current OPEB liability is \$33.9 million. By starting to fund this projected obligation now, the Town will be reducing its projected funding requirement. The funds that are being set aside in the trust will only be able to be used to pay for retiree health insurance contributions. These funds will be reflected on the Town's financial balance sheet as an asset that will help offset the liability. The current balance in this fund is \$174,341.02.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 10 STORMWATER MANAGEMENT

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund stormwater management operations throughout the Town, said funds to be expended by the Highway Department, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$20,000 from the Free Cash for stormwater management throughout the Town, said funds to be expended by the Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article funds stormwater management operations including outreach & education, professional services and MS-4 permit reporting requirements.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 11 GROUNDWATER STUDIES AT LANDFILL

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund groundwater and other studies at the former landfill site, said funds to be expended by the Select Board, or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$21,400 from Free Cash to fund groundwater and other studies at the former landfill site, said funds to be expended by the Highway Department.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town is obligated to comply with the Massachusetts Department of Environmental Protection's annual monitoring and testing requirements for the closed landfill. These tasks require routine sampling of groundwater from a series of wells, any required follow up or additional testing based upon the findings and routine readings of landfill gases being produced. The requested funds will fund these required activities in Fiscal Year 2022.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote. per M.G.L. Chapter 41, Section 108.

ARTICLE 12 POLICE CRUISER

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to purchase and equip one police cruiser or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$57,672 from Free Cash to purchase and equip one new police cruiser.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Police Department utilizes a fleet of ten (10) vehicles to meet the law enforcement needs of the residents of Leicester. This fleet of vehicles includes five (5) frontline marked police cruisers that are used on a daily basis. Funding is being requested to replace the oldest marked frontline cruiser which will have over 100,000 miles when replaced. The Town has been following a fleet replacement schedule that includes the replacement of one to two cruisers annually to ensure the full use and reliability of the fleet.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 13 FY 2022 CAPITAL IMPROVEMENT PLAN

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to fund the Capital Improvement Plan budget beginning July 1, 2021 and authorize the Select Board to enter into lease purchase agreement(s) for a term of years and to transfer from available funds a sum of money to pay for the initial installments of the lease/purchase agreement(s), or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$511,733 from Free Cash to fund the Fiscal Year 2022 Capital Improvement Plan budget to fund the projects/items recommended by the Capital Committee, as listed:

DEPARTMENT	ITEM	AMOUNT
Town-wide	Vent & tube replacement (spill tubs) on fuel island	\$55,000
Fire Department	Replacement Engine #1	\$300,000
Town-wide	Town-wide Communications Upgrades	\$54,243
Fire Department	Fire Station #3 Roof	\$45,000
Highway	Replace Truck #2	\$47,000
Police	PD Copy Machine	\$10,490
	Total FY 2022 Capital Plan	\$511,733

CAPITAL PLANNING COMMITTEE RECOMMENDATION – Favorable Action (7-0-0)

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The FY 2022 capital plan has 6 recommended projects/items. These new items are being financed in single appropriations to avoid committing free cash in future years. See detail below:

- **Vent & Tube replacement (Spill Tub) on fuel island (\$55,000)** – DEP mandated replacement of obsolete equipment on the fuel island at the Highway Department.
- **Replacement Engine #1 (\$300,000)** – Replacement of Engine 1 with a used pumper to be stationed at the Fire Headquarters. The current apparatus is 35 years old and is becoming unreliable due to its age and the wear and tear it has endured over its years of service.
- **Town-wide communications upgrades (\$54,243)** – Installation of 3 repeaters, one Simplex for Highway, one Simplex for Fire’s back-up repeater, and a high capacity repeater on the Hillcrest water tower for the Fire Department.
- **Replacement Fire Station #3 Roof (\$45,000)** – The roof at the Rochdale Station #3 was replaced in 1989. In 2018, leaks developed in some areas. Repairs were made to stop the leaks and extend the life of the current roofing. The rubber membrane and the water-soaked insulation will need to be removed and replaced. Priced is based on a 2021 estimate at 2,950 sq. ft at \$22.00 per foot plus escalation.
- **Replacement Highway Truck #2 (\$47,000)** - Replacement of a 2004 F350 Fleetside one-ton pickup. Replacement vehicle would be the same type and size with a slightly altered plow system. This vehicle is used to plow private roads each winter.
- **Police Department Copy Machine (\$10,490)** – The current machine is over eight years old and breaks down frequently. The quality of the copies that it produces is poor. A new machine would increase productivity while eliminating downtime and costly repairs.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 14 PURCHASE OF SOFTWARE

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to enter into contracts for the purchase of software for GIS and building/vehicle maintenance or take any action thereon.

PROPOSED MOTION

I move the Town vote to transfer \$40,000 from Free Cash to purchase upgraded GIS and building/vehicle equipment maintenance software.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks funding to move from a paper-based filing method for tracking building and vehicle maintenance to an automated asset management software system. This would help track individual vehicle and building project costs, schedule preventative maintenance, and build an archive to help better forecast vehicle replacement schedules. This article will fund the initial setup fee and the first two years of the annual software subscription for \$31,000.

We would also like to upgrade our GIS software, which has a lower annual subscription cost after the start-up costs are paid. This article will fund the initial setup fee and the first two years of the annual software subscription for \$9,000.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 15 AUTHORIZATION OF THE SCHOOL SUPERINTENDENT TO ENTER INTO AN AGREEMENT FOR FEDERAL TITLE IV-E REIMBURSEMENT

To see if the Town will authorize the Superintendent of the Leicester Public Schools, with the approval of the Select Board, to enter into Memorandum(s) of Understanding (“MOU”) with the Department of Children & Families, the Executive Office of Health and Human Services and the Department of Elementary and Secondary Education in order to obtain Federal Title IV-E reimbursement(s) as a result of the foster care transportation being performed without appropriation of said reimbursement(s), pursuant to Massachusetts General Law Chapter 44, Section 70; or act on anything relative thereon.

PROPOSED MOTION

I move that the motion be approved as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Through the Every Students Succeeds Act, School Districts are now eligible for Foster Care transportation reimbursement through the Federal Government. Town Meeting must vote to authorize the School Department to enter into this MOU for the purposes of Title IV-E reimbursement, with the approval of the Select Board, pursuant to MGL Chapter 44, Section 70.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 16 TOWN-OWNED DAMS

To see if the Town will vote to raise and appropriate and/or transfer from available funds to this article a sum of money for the purpose of inspections, reporting, and/or grant application funding for Town-owned dams or take any action thereon.

PROPOSED MOTION

I move that the Town will vote to transfer \$19,000 from Free Cash for the purpose of inspections, reporting, and/or grant application funding for Town-owned dams.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Since the replacement of the Waite Pond Dam is nearing completion, the Town is applying for another grant through the State Dam & Seawall program for repairs to the other town owned dam at Greenville Pond. This request would fund the cost to prepare the technical specifications for the grant, fund the Town's match (if awarded) and pay for the annual reporting and inspection costs for the dams.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 17 PROJECT DESIGN OF HILLCREST PROPERTY

To see if the Town will vote to raise and appropriate, and/or transfer from available funds a sum of monies to design plans for replacement buildings at the Hillcrest Country Club property or take any action thereon.

PROPOSED MOTION

I move that the Town vote to appropriate \$105,000 from the FY2021 Employee Benefits budget (01-914-5110-002) to establish an article to pay for the costs of design for replacement buildings at the Hillcrest Country Club property.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The clubhouse and banquet facility at the Town-owned Hillcrest property is in poor condition and does not meet ADA accessibility requirements. This article seeks funding for architectural plans to install a new steel building with restaurant, kitchen, ice cream window and banquet facilities. This new building would be sited at the southern end of the parking lot. There would also be a smaller steel outbuilding for equipment storage. This building, estimated to cost \$1-\$1.5 million, would replace the existing facility, which would take an estimated \$2.5 million dollars to rehabilitate.

The steel building is a more cost-efficient option that would allow the property to be a more attractive lease opportunity, either as part of the golf course operation, or as a separate entity. The forecast price of construction would be included as part of the design plans. The construction cost would be discussed at a future Town meeting.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote per M.G.L. Chapter 41, Section 108.

ARTICLE 18 TRANSFER FUNDS INTO STABILIZATION

To see if the Town will vote to raise and appropriate and/or transfer from available funds a sum of money to the Town Stabilization Fund, or take any action thereon.

PROPOSED MOTION

I move that the Town appropriate and transfer \$100,000 from Free Cash to the Town Stabilization Fund.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The Town has a financial policy that calls for 25% of annual free cash to place into the Stabilization Fund until the fund achieves a balance of 5% of total revenues. We have been unable to meet that policy for the past three years, but this is an effort to restart stabilization fund deposits. The balance in the stabilization fund is \$1,135,209.34

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 19 ESTABLISH REVOLVING FUND ANNUAL SPENDING LIMITS

To see if the Town will vote to set annual spending limits for revolving accounts as detailed in the hands of the voters and as defined by Massachusetts General Laws, Chapter 44, § 53E½ for Fiscal Year 2022, or take any action thereon.

PROPOSED MOTION

I move the Town vote to set annual spending limits for revolving accounts as detailed in the warrant and as defined by Mass General Laws, Chapter 44, § 53E½, for Fiscal Year 2022.

The section intentionally left blank

<u>Revolving Fund</u>	<u>Spending Limit:</u>
<i>Inspectional Services</i>	\$50,000
<i>Health Clinics</i>	\$5,000
<i>Senior Center Programs</i>	\$10,000
<i>Fuel Usage</i>	\$35,000
<i>Town Hall</i>	\$15,000
<i>Recycling</i>	\$30,000
<i>Police Training</i>	\$5,000
<i>Recreation</i>	\$20,000
<i>One-to-one Technology</i>	\$50,000
<i>DIS Fees</i>	\$5,000
<i>Library Copier</i>	\$5,000
<i>Tree Lighting</i>	\$20,000
<i>300th Anniversary</i>	\$100,000
<i>Agricultural Land Acquisition</i>	\$100,000

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Under MGL Chapter 44, Section 53E½ as amended through the Municipal Modernization Act of 2016, Town Meeting is required to vote on the amount that may be spent from each revolving fund established through the Town's General Bylaws during the upcoming fiscal year prior to July 1st.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 20 ACCEPTANCE OF PROPERTY FROM HILLCREST WATER DISTRICT 13 LEHIGH ROAD, MAP 39, BLOCK A9.

To see if the Town will vote to authorize the Select Board to acquire, by purchase, gift, eminent domain or otherwise, in fee simple, any interest in a portion of property located off Lehigh Road in Leicester, identified as 13 Lehigh Road, further identified by Town Assessors Map 39, Lot A9 the parcel of land located at 13 Lehigh Road, Leicester, Massachusetts or take any action thereon.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This property is part of a land swap between the Town and the Hillcrest Water District for the placement of a new water tower. Town Meeting previously approved transferring a portion of the Memorial School property to the District. This article requests property be transferred from the District to the Town to complete the swap.

This article failed at the June 2, 2020 meeting, as it was tied to the potential disposition of the Memorial School Property. This article is only for acquisition of the Hillcrest Water District parcel. Another vote by Town Meeting would be required to seek permission to dispose of this or any other town property not previously approved.

VOTE REQUIRED FOR PASSAGE Requires a two-thirds majority vote.

**ARTICLE 21 EXPANSION OF PURPOSE TO ARTICLE 7 OF THE NOVEMBER 13, 2006
SPECIAL TOWN MEETING TITLED BURNCOAT PARK ENVIRONMENTAL SERVICES**

To see if the Town will vote to expand the purpose of the Burncoat Park Environmental Services account, voted at the November 13, 2006 Special Town Meeting to the to the Burncoat Park Planning and Infrastructure fund; or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to broaden the purpose for which these funds may be used at Burncoat Park. This action was requested by and supported by the Burncoat Park Sports Planning Committee to fund planning and infrastructure improvements for the park. The fund balance is \$13,011.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

**ARTICLE 22 ADDITION TO CHAPTER 9 OF THE GENERAL BYLAWS VIA SECTION 34:
PROHIBITION OF ENGINE BRAKING ON PUBLIC WAYS.**

To see if the Town will vote to approve an addition to the Town's General Bylaws, by inserting Section 34 to Chapter 9 (Safety and Order) to read:

SECTION 34

Except in the case of an emergency and where required by M.G.L. c.90, §7 or any other applicable law, it is unlawful for the driver of any vehicle on a public way to use or operate, or cause to be used or operated, within the geographic boundaries of the Town of Leicester, any compression brake, engine brake, dynamic brake or mechanical exhaust device designed to

assist in the deceleration or braking of any motor vehicle. Violations shall be punishable by a fine of one hundred dollars (\$100.00) for the first offense and three hundred dollars (\$300.00) for the second and subsequent offenses. The owner of the vehicle may be cited in lieu of the operator.

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

The purpose of this bylaw is to establish an ordinance that will help to minimize engine noise from downshifting trucks travelling through Leicester.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 23 ADOPTION OF MASSACHUSETTS GENERAL LAWS CHAPTER 48, SECTION 42A GOVERNING THE POSITION OF FIRE CHIEF

To see if the Town will adopt the provisions of MGL Ch. 48, Section 42A governing the powers, duties, and responsibilities of the Fire Chief, or take any other action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Upon the retirement of the Town's longtime Fire Chief, the Select Board appointed a committee to make recommendations on the department's future management structure. The Fire Department is currently governed by a Board of Fire Engineers, which is an antiquated system no longer used by most cities and towns. If approved, this article would dissolve the Board of Fire Engineers and modernize the department's governance structure by placing it under the jurisdiction of the select board and town administration like all other municipal departments in Town.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 24 ADOPTION OF AN ARCHITECTURAL DISTRICT BYLAW

To see if the Town will vote to approve an addition to the Town's General Bylaws, as listed in this Article. A map of the proposed district is included within the article:

ARCHITECTURAL CONSERVATION DISTRICT BYLAW

The Town of Leicester hereby establishes an Architectural Conservation District, to be administered by an Architectural Conservation District Commission.

1. PURPOSE

This by-law is enacted for the purpose of preserving and protecting groups of buildings and their settings that are architecturally and historically distinctive which constitute or reflect distinctive features of the architectural, cultural, economic, political, or social history of the town and to limit the detrimental effect of alterations, additions, demolitions, and new construction on the character of the town. Through this bylaw, alterations, additions, demolition, and new construction may be reviewed for compatibility with the existing buildings, setting and neighborhood character. This bylaw seeks to encourage the protection of the built environment through regulatory review. This bylaw promotes the public welfare by making the town a more attractive and desirable place in which to live and work.

2. DEFINITIONS

As used in this Bylaw the following terms shall have the following meaning:

ADDITION: A change to a building that includes additional stories, height, or floor area.

ALTERATION, TO ALTER: A change to a building or part thereof such as removal, construction, reconstruction, restoration, replication, rehabilitation, demolition and other similar activities. A change to a building that includes additions and other similar activities. A change to a site that includes constructing, placing, erecting, installing, enlarging, and moving a building, or other similar activities.

APPLICATION: The complete document(s) and supporting material(s) to be submitted by an applicant desiring to obtain a Certificate to Alter. A complete application shall include information reasonably deemed necessary by the commission to enable it to make a determination.

BUILDING: A combination of materials forming a shelter for persons, animals, or property.

CERTIFICATE TO ALTER: document granted by the Architectural Conservation District Commission in order to obtain a building (or demolition) permit.

COMMISSION: The Architectural Conservation District Commission

COMPATIBLE: A project that meets the design guidelines of the architectural conservation district commission.

DESIGN GUIDELINES: The document used by the Architectural Conservation District Commission to determine whether a proposed project is compatible. The design guidelines are appended to this bylaw.

DISTRICT: The Architectural Conservation District as established in this bylaw.

PERSON AGGRIEVED: An applicant, an abutter, or an owner of property within the district.

SUBSTITUTE SIDING: Exterior building cladding such as vinyl, aluminum, or cement board.

TEMPORARY BUILDING: A building, necessary for a specific event, incident, or project, erected for a period of no more than 6 months, unless otherwise agreed to by the commission.

3. DISTRICT

The Architectural Conservation District shall encompass the area shown on the Leicester Architectural Conservation District maps.

4. ARCHITECTURAL CONSERVATION DISTRICT COMMISSION

The Architectural Conservation District shall be overseen by a Commission consisting of five members, to be appointed by the Board of Selectmen, two members initially to be appointed for one year, two for two years, and one for three years, and each successive appointment to be made for three years.

The Board of Selectmen may appoint up to five alternate members to the Architectural Conservation District. Said alternate members shall initially be appointed for terms of one, two and three years, and for three-year terms thereafter. In the case of absence, inability to act, or recusal from action due to a conflict of interest, his or her place shall be taken by an alternate member designated by the Chairperson, if available, otherwise by the Vice-Chairperson if available, otherwise by a majority vote of the members and alternate members of the Commission present.

The Commission shall include the following:

- a. two members of the local historical commission.
- b. two residents of the district, or if not possible residents of Leicester; and
- c. a realtor, architect, or building contractor familiar with historic rehabilitation

Members and alternates of an architectural conservation district shall by reason of experience or education have demonstrable knowledge and concern for improvement, conservation, and enhancement of the district.

Each member and alternate member shall continue to serve in office after the expiration date of his or her term until a successor is duly appointed.

Meetings of the Commission shall be held at the call of the Chairperson, at the request of two members and in such other manner as the Commission shall determine in its Rules and

Regulations. Three members of the Commission shall constitute a quorum.

5. ARCHITECTURAL CONSERVATION DISTRICT COMMISSION POWERS AND DUTIES

The Commission shall exercise its powers in administering and regulating the alteration of buildings within the architectural conservation district as set forth under the procedures and criteria established in this bylaw.

Adoption of Rules & Regulations

The Commission, after a public hearing duly posted and advertised at least 14 days in advance in a conspicuous place in Town Hall, may adopt and from time to time amend, reasonable Rules and Regulations not inconsistent with the provisions of this bylaw or setting forth such forms and procedures as it deems desirable and necessary for the regulation of its affairs and the conduct of its business, including requirements for the contents and form of applications for certificates, fees hearing procedures and other matters. The Commission shall file a copy of any such Rules and Regulations with the office of the Town Clerk.

Adoption of Design Guidelines

The Commission, after a public hearing duly posted and advertised at least 14 days in advance in a conspicuous place in Town Hall may from time to time amend the design guidelines which set forth the designs for certain alterations which are, in general, suitable for the issuance of a Certificate to Alter. No such design guidelines shall limit the right of an applicant for a Certificate to Alter to present other designs to the Commission for approval.

Commission Organization

The Commission shall annually hold an organizational meeting and elect a Chairperson, a Vice Chairperson and Secretary, and file notice of such election with the office of the Town Clerk. The Commission shall keep a permanent record of its regulations, transactions, decisions and determinations and of the vote of each member participating therein. The Commission shall undertake educational efforts to explain to the public and property owners the merits and functions of an Architectural Conservation District.

6. ALTERATION PROHIBITED WITHOUT A CERTIFICATE

Except as this Bylaw provides, no building or part thereof within an Architectural Conservation District shall be altered unless the commission shall first have issued a Certificate to Alter.

7. ALTERATIONS EXCLUDED FROM COMMISSION REVIEW

It shall be the responsibility of the Commission, or its delegate thereof to determine whether an alteration is exempt from review. The Commission or its delegate thereof shall have seven days to make this determination. The following projects are excluded from Commission review:

- a. Projects not requiring a building (or demolition) permit.
- b. Structures when not defined as buildings or parts of buildings
- c. Temporary buildings subject to time limits and size limits by the Architectural Conservation District Commission.
- d. Interior Alterations
- e. Storm windows and doors, screen windows and doors.
- f. Removal, replacement or installation of gutters and downspouts.
- g. Removal, replacement or installation of window and door shutters.
- h. Accessory buildings of less than 100 square feet of floor area.
- i. Removal of substitute siding.
- j. Alterations not visible from a public way.
- k. Ordinary maintenance and repair of architectural features that match the existing conditions including materials, design, and dimensions.
- l. Reconstruction, substantially similar in exterior design, of a building, damaged or destroyed by fire, storm, or other disaster, provided such reconstruction is begun within one year thereafter and carried forward with due diligence.
- m. Accessibility Improvements including ramps, rails, walkways, and mechanical equipment associated with exterior architectural barriers subject to the extent possible under MGL 40A and other applicable state or federal laws.
- n. Substitute siding
- o. Removal of architectural trim
- p. Replacement of Windows and Doors

8. PROCEDURES FOR THE REVIEW OF MAJOR ALTERATIONS

The following major alterations require the submittal of an application for a regulatory review by the Commission. The decision of the Commission shall be binding on the applicant.

- a. Demolition of a building or part of a building.
- b. New construction including buildings and additions.

Within forty-five days of the submittal of an application for a major alteration, the Commission shall hold a public hearing on the application. At least seven days before said public hearing, public notice shall be given by posting in a conspicuous place in Town Hall. Such notice shall identify the time, place, and purpose of the public hearing. At least seven days before said public hearing, a copy of said public notice shall be mailed to the applicant, to the owners of all adjoining properties and of other properties deemed by the Commission to be materially affected thereby all as they appear on the most recent applicable tax list.

Following the public hearing, the Commission shall determine whether the proposed alteration is compatible with the design guidelines and the purpose of this bylaw. If the Commission determines that the alteration is compatible, the Commission shall issue a Certificate to Alter. The concurring vote of a majority of the members shall be required to issue a Certificate to Alter. If the Commission cannot determine that the alteration is compatible, the Commission shall decline to issue the Certificate to Alter. The Commission shall provide the applicant with the reasoning for their disapproval including how the alteration does not meet the design guidelines or the purpose of this bylaw.

9. PROCEDURES FOR ISSUANCE AND FILING OF CERTIFICATES

Each Certificate issued by the Commission shall be dated and signed by its chairperson or such other person designated by the Commission to sign such Certificates on its behalf. The Commission shall send a copy of its Certificates and disapprovals to the applicant and shall file a copy of its Certificates and disapprovals with the office of the Town Clerk and the Code Enforcement Officer (Building Inspector). The date of issuance of a Certificate or disapproval shall be the date of the filing of a copy of such Certificate or disapproval with the office of the Town Clerk. If the Commission should fail to make a determination within sixty days of the filing of the application for a Certificate, or within such further time as the applicant may allow in writing, the Commission shall thereupon issue a Certificate to Alter due to failure to act.

10. ENFORCEMENT AND PENALTIES

The Architectural Conservation District Commission is specifically authorized to institute any and all actions, proceedings in law and in equity, as they deem necessary and appropriate to obtain compliance with the requirements of this bylaw or to prevent a threatened violation thereof. The Commission shall designate the Code Enforcement Officer to act on its behalf and to enforce this Bylaw under the direction of the Commission. Any owner of a building subject to this bylaw that altered a building without first obtaining a Certificate to Alter in accordance with the provisions of this bylaw shall be subject to a fine of not more than Three Hundred Dollars. Each day the violation exists shall constitute a separate offense until the alteration is corrected, the addition is removed, or a faithful restoration of the demolished building is completed or unless otherwise agreed to by the Commission. If a violation of this bylaw remains outstanding, no building or demolition permit on the premises shall be issued until the violation is corrected or unless otherwise agreed to by the Commission.

11. APPEAL PROCEDURE

Any applicant or person aggrieved by a determination of an architectural conservation district commission may appeal as provided for in the Massachusetts General Laws.

12. VALIDITY AND SEPARABILITY

The provisions of this Bylaw shall be deemed to be separable. If any of its provisions, sections, subsections, sentences, or clauses shall be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Bylaw shall continue to be in full force and effect. Or take any action relative thereto.

PROPOSED MOTION

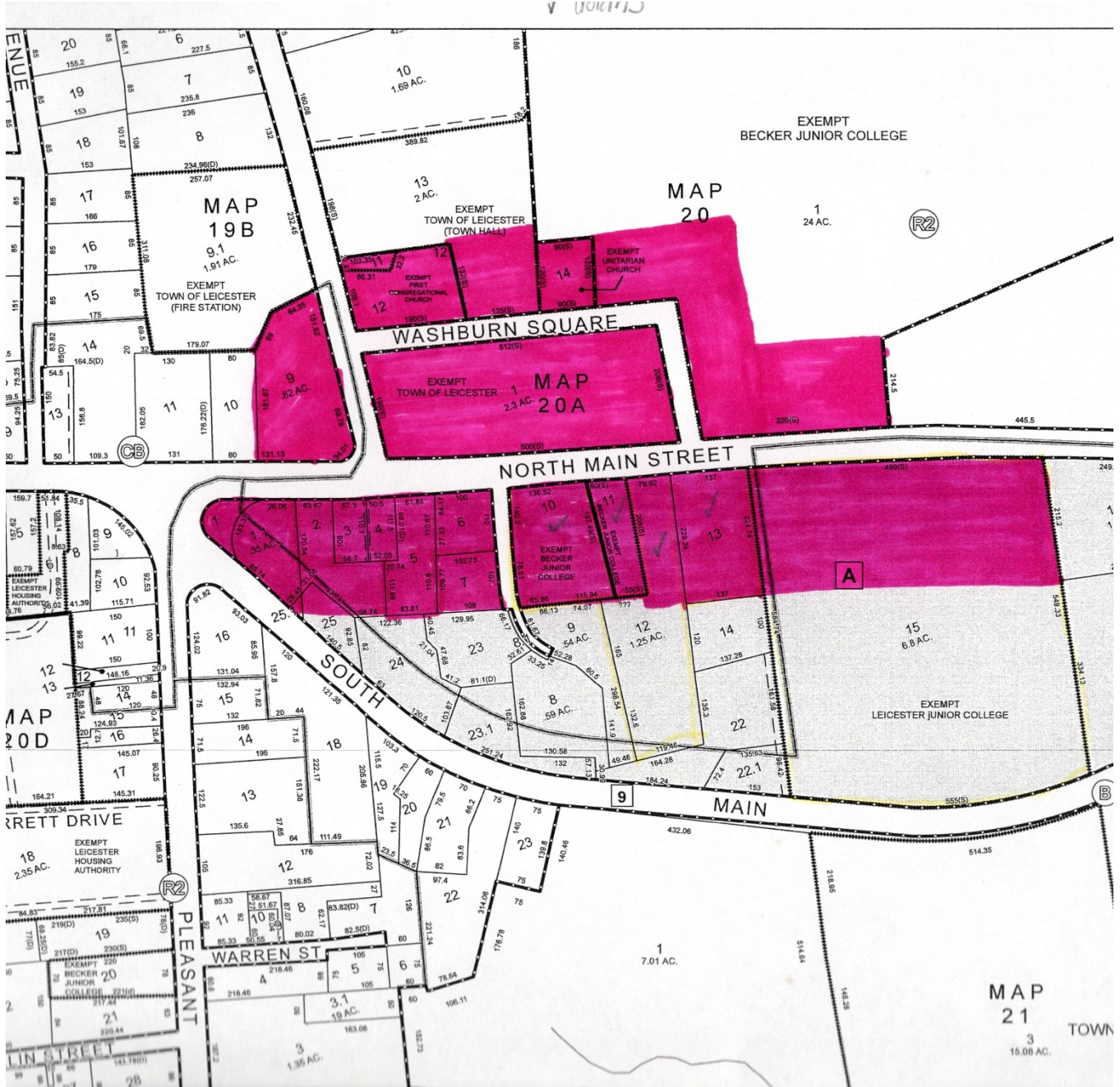
Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to establish an Architectural Conservation District around the town common, and place reasonable restrictions to maintain the historic nature and appearance of the District. Map of the proposed district is below.



VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

**ARTICLE 25 AMENDMENT OF SECTIONS 5.6 AND 3.2.07 OF THE ZONING BYLAWS,
REGARDING THE GREENVILLE VILLAGE NEIGHBORHOOD BUSINESS DISTRICT AND SIGNS**

To see if the Town will vote to Amend Sections 5.6 and 3.2.07 of the zoning bylaws, as listed below:

A. Amend Section 5.6 of the Zoning Bylaw (Greenville Village Neighborhood Business District), as shown below:

5.6 Greenville Village Neighborhood Business District (NB)

5.6.01 Purpose and Intent

To enable the development and redevelopment of Leicester's Greenville area in keeping with the historic development pattern including the size and spacing of structures by allowing, in addition to residential uses, convenient small-scale retail, service and other small-scale commercial uses compatible with nearby residential areas, which minimize traffic, parking visibility, late hour operations, destruction of historic buildings or architectural features, or other characteristics not compatible with the existing character of the surrounding residential neighborhood, and further providing that no such use shall be permitted which would be detrimental or offensive by reason of odor, noise, excessive vibration or danger of explosion or fire.

5.6.02 Permitted Uses

No building or structure shall be used and no change shall be made in the use of land or premises, except for one or more of the following purposes:

5.6.02.1 All uses that are permitted in the Residential 1 District (R1), under Section 3.2, Schedule of Use Regulation, except that the Planning Board shall be the Special Permit Granting Authority for all uses listed as requiring a special permit, and unless otherwise regulated in this Section 5.6.

5.6.02.2 All non-residential projects, of any size, shall require site plan review (See Section 5.2) in the Neighborhood Business (NB) district, except for reuse of existing structures (with no parking lot expansion) for uses not requiring a special permit. The following uses are allowed ~~with site plan review~~ by the Planning Board, provided that no individual establishment shall exceed 3,000 square feet in gross floor area, except as regulated under Section 5.6.03.4 below.

- A. Retail services, including but not limited to a drug or package store; grocery, variety, clothing or shoe store; hardware or household appliance sales and services; music store; computer store; book, card, or stationery store; news dealer.
- B. Professional or administrative offices.
- C. Office or clinic for medical or dental examination or treatment of persons as outpatients, including laboratories incidental thereto.
- D. Financial institution, such as bank or credit union.
- E. Personal services, including but not limited to a barber or beautician; pickup or self-service laundry or dry cleaning; garment or shoe makers and repairers; florist; printing, publishing or photocopying; or photographer's studio
- F. Artisans, Jewelry Makers, Handicrafts, Artists Studios
- G. Mortuary, undertaker, or funeral establishment.
- H. Shop of a plumber, carpenter, electrician, upholsterer or similar workshop or repair establishment conducted entirely within an enclosed structure.
- I. Restaurant, lunchroom, or other eating establishment primarily for on-premises consumption, not to include fast food establishment.

- J. Delicatessen, traditional bakery, confectionery, caterer, and other similar establishments, which incidentally sell retail food and beverages in disposable containers for off-site consumption.
- K. Small-Scale Ground-Mounted Solar Energy Systems (Medium-Scale and Large-Scale Ground-Mounted Solar Energy Systems are prohibited.)

5.6.03 Special Permit Allowed Uses

The following uses shall require a special permit for use from the Planning Board:

5.6.03.1 Business uses as listed in Section 3.2.03 except where prohibited under Section 5.6.04 or where said use is prohibited in all other districts, which are not listed above in Section 5.6.02.2, provided that no individual establishment shall exceed 3,000 square feet in gross floor area, except as regulated under Section 5.6.03.4.

5.6.03.2 Drive-through facility.

5.6.03.3 Take-out establishments primarily engaged in the sale, dispensing or serving of food, refreshments or beverages for consumption off the premises or consumption in vehicles temporarily parked on the premises, or at tables, benches or counters, the majority of which are out of doors, not to include establishments commonly known as fast food establishments.

5.6.03.4 Establishments that exceed 3,000 square feet in gross floor area per establishment, provided that in no event may a special permit be issued for individual establishments in excess of 6,000 square feet in gross floor area. Commercial structures in existence prior to the creation of the NB district (ATM 5/6/2002, Article 34) are exempt from the above size limitations, except that any expansions shall require a special permit.

5.6.03.5 Additional uses allowed by special permit in commercial structures in existence prior to the creation of the NB district (ATM 5/6/2002, Article 34)

A. Makerspaces

B. Outdoor storage and parking of commercial vehicles and construction vehicles associated with uses in the existing building (i.e. not rental storage)

C. Rental self-storage facility (outdoor storage prohibited)

5.6.04 Prohibited Uses:

5.6.04.1 Any use not expressly permitted above.

5.6.04.2 Vehicle-related uses (sales, service and repair of all vehicle types including but not limited to trucks, boats and recreational vehicles, towing companies, taxi or limousine service, etc.)

5.6.04.3. All types of Marijuana Establishments regulated by Section 5.15.

5.6.04.4 Rental Self-Storage Facilities (indoor or outdoor)

5.6.05 Site Development Standards

All non-residential use, or conversion to a non-residential use, within the NB district shall comply with all Site Development Standards in Section 5.6.05.1 through 5.6.05.3 described below:

5.6.05.1 Parking & Loading

Non-residential uses within a NB district shall provide parking and loading facilities in compliance with Section 5.1, PARKING AND LOADING REQUIREMENTS AND UNLOADING SPACE, the Planning Board's Parking Regulations, and the following additional requirements:

- A. Parking facilities sufficient to accommodate the motor vehicles of all employees, customers and other persons normally visiting the site at any time shall be provided on the lot and off the street.
- B. In determining the appropriate number of parking spaces required, the Planning Board may give consideration to the hours of usage of the proposed use/structure, the opinion of municipal officials or consultants as to the adequacy or inadequacy of parking spaces within the specific area of the

proposed use/structure, as well as other relevant information to assist the Planning Board in determining the need for additional parking for motor vehicles.

- C. All parking shall be provided on the same lot with the principal use or on a contiguous lot within the same zoning district, provided that no space is counted as meeting the requirements of more than one building or use.
- D. ~~New~~ Parking areas shall be located to the side or rear of the primary structure.
- E. Parking areas serving all non-residential structures shall be hard-paved.
- F. Parking areas shall include handicap accessible parking spaces as required by 521 CMR, Architectural Access Board Code, as may be amended from time to time.
- G. To the maximum extent feasible, loading areas shall be located at the rear of the building, off the street right-of-way.
- H. Adequate turning and maneuvering space shall be provided for loading areas, without encroachment into parking areas.
- I. Parking area lighting may not shine beyond the property lines, except for driveway entrances where light may shine onto the immediate area of the street right-of-way.

5.6.05.2 Landscaping

- A. A landscaped buffer zone, of at least the width of the required setback, continuous except for approved driveways, shall be established along any side of the lot with road frontage to visually separate the building and ~~it's~~ its parking areas from the road.
- B. A landscaped buffer zone along the side and rear of each lot, of at least the width of the required side and rear setback, shall be provided where a proposed non-residential use abuts a residential use.
- ~~C. A landscaped buffer zone of at least 50 feet shall be provided where a NB district boundary abuts a Residential District (R1, R2, and SA).~~
- ~~C.D.~~ The buffer zones shall be planted with grass, ground cover, medium height shrubs, and shade trees planted at least every fifty (50) feet. The buffer zone shall include both deciduous and evergreen shrubs and trees. Trees and shrubs at driveway intersections shall be set back a sufficient distance from such intersections so as not to obstruct traffic visibility.
- ~~D.E.~~ An opaque buffer shall be provided to screen exposed storage areas, machinery, garbage “dumpsters”, service areas, truck loading areas, utility buildings and structures from the view of abutting properties and streets, using plantings, fences and other methods compatible with the goals of this regulation.
- ~~E.F.~~ Parking shall not be located within required buffer areas.
- ~~F.G.~~ All landscaped areas and buffers shall be maintained in good condition and shall be kept free of refuse and debris. Shrubs or trees that die shall be replaced within one growing season.
- ~~G.H.~~ Appropriate water management procedures shall be followed to serve all landscaped areas, including irrigation systems if warranted.
- ~~H.I.~~ The Planning Board may require a bond to ensure that required landscaping improvements are maintained and survive for at least one growing season following the completion of planting.
- ~~I.J.~~ The Planning Board shall have the authority to adopt from time to time suitable landscaping regulations, which may include the required height and spread of trees and shrubs in buffer zones and parking areas.

J. The landscaped buffer requirements in paragraphs A & B shall not apply to reuse of existing structures and associated parking areas. The Planning Board may require a landscape buffer for uses requiring a special permit.

5.6.05.3 Design

The Planning Board shall have the authority to adopt from time to time suitable regulations to specify design standards within the Greenville Village Neighborhood Business District. Such standards may include regulation of building form and features, architectural details, and historic buildings.

5.6.06 Special Permits – NB District

5.6.06.1 Requirements and Procedures

- A.** The special permit granting authority for all special permits in the NB District shall be the Planning Board except where such authority is specifically delegated to the Zoning Board of Appeals. No building, use or occupancy permits for any construction of any use designated “SP” (Special Permit) ~~under the NB District~~ use requiring a special permit shall be issued except in accordance with the terms of a special permit as set forth herein. This shall apply to new construction, change in use to a use requiring a special permit, and resumption of any use requiring a special permit where the use has been discontinued or abandoned for more than two (2) years.
- B.** Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board ~~Rules & Regulations for Special Permit Applications~~ Special Permit Regulations.
- C.** Procedures for Special Permits (filing, hearing notification, and decision timelines) shall follow MGL Ch.40A, Section 9, Special Permits, and Section 11, Notice for Public Hearing.

5.6.06.2 Special Permit Review Criteria

The Planning Board shall grant a special permit only after finding that the proposed use will be consistent with the purpose and intent of this bylaw, and that the proposed use or structure is in conformance with the following criteria:

- A.** Provision shall be made for convenient and safe vehicular and pedestrian circulation within the site and in relation to adjacent streets and property. The service level of adjacent streets shall not be significantly reduced due to added traffic volume or type of traffic in accordance with the most recent edition of the Massachusetts Highway Department Highway Capacity Manual;
- B.** The proposed use shall not overload the capacity of water and sewer systems, stormwater drainage, solid waste disposal facilities, and other public facilities;
- C.** The design of the project shall provide for adequate methods of disposal of sewage, refuse, or other wastes generated by the proposed use;
- D.** The project shall be compatible in character and scale with existing uses and other uses allowed by right in the district.
- E.** The project shall comply with all applicable environmental laws and regulations;
- F.** The proposed project shall be consistent with Leicester's Master Plan;
- G.** The project shall comply with all Site Development Standards required in the NB district where applicable.

B. Amend Section 3.2.07 of the Zoning Bylaw (SIGNS), as shown below:

3.2.07 SIGNS¹

[Amended @ ATM 5-7-08]

¹All special permits for signs in all zoning districts are issued by the Zoning Board of Appeals. Signs in the HB-1 and HB-2 zoning districts shall follow the requirements of the Business (B) district.

3.2.07 SIGNS¹		USE	BR-1	RIB	SA	R1	R2	B	I	BI-A	<u>NB</u>
3.2.07-1		No sign shall contain any moving, flashing or animated lights or visible moving parts, indicators of time and/or temperature or automatically changing messages. *And upon recommendation by the Chief of Police	SP*	SP*	N	N	N	SP*	SP*	SP*	<u>N</u>
A.	Real-estate sign advertising rental, lease sale of premises on which sign is located or displaying name of builder, providing the sign does not exceed twelve (12) square feet in area.	Y	Y	Y	Y	Y	Y	Y	Y	Y	<u>Y</u>
B.	Sign incidental to permitted uses, provided that it does not exceed four (4) square feet in area.	Y	Y	Y	Y	Y	Y	Y	Y	Y	<u>Y</u>
C.	Neon or illuminated tube type signs or marquee signs. Where allowed by Special Permit, the lighting of any advertising shall be placed or hooded as to prevent direct light from shining onto any street or adjacent property.	SP	SP	N	N	N	SP	SP	SP	SP	<u>N</u>
3.2.07-2		One standing sign or display for advertising goods or services available on the lot, provided no sign or display shall project nearer than one (1) foot from the lot line, or shall not have a gross exceeding thirty (30) square feet, <u>except that in the NB district the limit shall be twelve (12) square feet</u>	Y	Y	N	N	N	Y	Y	Y	<u>Y</u>
A	Increase up to fifty (50) square feet by Special Permit under Section 6.4.02 of this by-law.	SP	SP	N	N	N	SP	SP	SP	SP	<u>N</u>

3.2.07 SIGNS¹		USE	BR-1	RIB	SA	R1	R2	B	I	BI-A	<u>NB</u>
3.2.07-3 Wall sign (including awning signs) not to exceed 15% of the front perimeter wall, <u>except that in the NB district the limit shall be twelve (12) square feet.</u>			Y	Y	N	N	N	Y	Y	Y	<u>Y</u>
A	Wall signs (including awning signs) on one other wall not to exceed 10% of wall area by Special Permit under Section 6.4.02		SP	SP	N	N	N	SP	SP	SP	<u>N</u>
3.2.07-4 Advertising sign not located on principal premises shall not exceed twelve (12) square feet in area, and shall not project nearer than one (1) foot from the lot line.			N	N	N	N	N	Y	Y	Y	<u>N</u>
3.2.07-5 Commercial billboards as regulated under Section 29-33, Chapter 93 of the General Laws			N	N	N	N	N	SP	SP	SP	<u>N</u>

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to amend the Greenville Village Neighborhood Business District (NB) to simplify development and redevelopment in the district, particularly for reuse of existing structures.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 26 HIGHWAY BUSINESS INDUSTRIALS HB-1 & HB-2 DISTRICT AMENDMENTS

To see if the Town will vote to Amend Sections 5.6 and 3.2.07 of the zoning bylaws, as listed below:

A. Amend the Title of Section 5.5, as follows:

5.5 HIGHWAY BUSINESS-INDUSTRIAL DISTRICTS 4 (HB-1 & HB-2)

B. Amend Sub-Section 5.5.02 and 5.5.03.1.B., as follows:

5.5.02 Site Development Standards

~~All non-residential use, or conversion to a non-residential use, within the HB-1 district shall comply with all Site Development Standards in Sections 5.5.02.1 through 5.5.02.3 described below:~~

The following site development standards shall apply to all new construction of non-residential uses, expansions of more than 25% of the existing non-residential uses, and increases of more than 10 parking spaces.

5.5.02.1 Parking, Loading Areas, and Access

Non-residential uses within the HB-1 Zone shall provide parking and loading facilities in compliance with Section 5.1, PARKING AND LOADING REQUIREMENTS AND UNLOADING SPACE, and the following additional requirements:

5.5.03.1 Requirements and Procedures

B. Applicants for Special Permits under this section shall submit plans in compliance with the Leicester Planning Board Special Permit Regulations ~~Rules & Regulations for Special Permit Applications~~.

C. Amend Section 5.5.02.2.C, as follows:

C. A landscaped buffer of at least 100 feet shall be provided where an HB-1 or HB-2 district boundary abuts a Residential District (R1, R2, SA).

D. Amend Section 5.5.03, as follows:

Wherever in this bylaw and the related sections of the Town of Leicester Zoning Bylaw a permitted use in the HB-1 or HB-2 district requires a Special Permit, the administrative procedures described below shall govern the procedure for issuance of this Special Permit.

E. Throughout the remaining subsections of Section 5.5, replace the phrases “HB-1 Zone” and “HB-1 district” wherever these phrases appear with “HB-1 & HB-2 districts”

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

Amend Section 5.5 (Highway Business-Industrial District 1) to modify thresholds for meeting site development standards, to correct outdated references, and to clarify that these standards also apply to the Highway Business-Industrial District 2 (HB-2) district.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote.

ARTICLE 27 MARIJUANA ESTABLISHMENT AMENDMENTS

To see if the Town will vote to Amend Sections 1.3 and 3.2.03 of the zoning bylaws, as listed below:

A. Amend Section 1.3 (Definitions), by inserting new definitions and amending existing definitions, as follows:

MARIJUANA COURIER: an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from a Medical Marijuana Treatment Center, but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of marijuana or marijuana products to consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA DELIVERY LICENSEE: an entity that is authorized to deliver marijuana and marijuana products directly to consumers and as permitted, Marijuana Couriers to patients and caregivers

MARIJUANA DELIVERY OPERATOR: an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050(1)(b): Control Limitations.

MARIJUANA ESTABLISHMENT: a licensed Marijuana Cultivator, Marijuana Testing Facility, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Delivery Operator or any other type of licensed marijuana-related business or businesses at a single location except a medical marijuana treatment center.

MARIJUANA ESTABLISHMENT, NON-RETAIL: a marijuana establishment that does not involve on-site retail sales to consumers, including Marijuana Cultivators, Marijuana Product Manufacturers that only sell to Marijuana Establishments but not consumers, Marijuana Testing Facilities, and Marijuana Transportation or Distribution Facilities. Not to include Marijuana Outdoor Cultivator or Marijuana Delivery Operator. [amended ATM 6/2/2020]

MARIJUANA RETAILER, CONSUMER SALES ONLY: a marijuana establishment that involves on-site retail sales to consumers and may also involve delivery to consumers by Marijuana Courier, excluding Marijuana Social Consumption Operators.

B. Amend Section 3.2.03, by inserting new use #23 (and renumbering later uses), as follows:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
23.	<u>Marijuana Delivery Operator</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>Y</u>

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to amend zoning related to marijuana establishments by allowing marijuana delivery services.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 28 AMENDMENTS TO OUTSIDE STORAGE BYLAW

To see if the Town will vote to Amend Sections 1.3, 3.2, 3.2.03, 3.30, 3.32, 3.2.08, 5.6, 5.6.04, of the zoning bylaws, and add new sections, 5.18 and 5.6.04.4 as listed below:

A. Insert the following definitions in Section 1.3, Definitions:

RENTAL SELF-STORAGE FACILITY – A building or buildings consisting of individual self-contained units that are leased for the storage of vehicles or business and household goods. Storage of hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which pose a threat to human health or safety or a threat to the environment is prohibited. No activity other than storage shall occur in such facilities. Such facilities may have associated outdoor storage by special permit in certain Zoning Districts (See Sections 3.2.03. and 5.2.18).

B. Amend the Zoning Bylaw, Section 3.2, Schedule of Use, Subsection 3.2.03, Business, as shown below:

3.2.03 BUSINESS		SA	R1	R2	B	CB	I	BI-A	HB-1 & HB-2
13a.	Rental Enclosed Self-Storage Facility (outdoor storage prohibited) <u>Rental Self-Storage Facility with no outdoor storage (Special Permits issued by Planning Board)</u>	N	N	N	SP	SP	SP	SP	SP Y
13b.	<u>Rental Self-Storage Facility with outdoor storage (Special Permits issued by the Planning Board)</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>SP</u>	<u>N</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>
26.	Land and water recreational vehicle (including boats) sales, rental, service, and storage yards. ³	N	N	N	SP	N	SP	SP	SP

^{3.} Land and water recreational vehicle storage yards shall meet the requirements for Rental Self-Storage Facility with outdoor storage

C. Amend Section 3.30, Business Residential-1 (BR-1) Zone, by amending subsection aa, as follows:

- ~~aa. Enclosed storage facilities excepting hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which poses a threat to human health or safety or a threat to the environment by Special Permit from the Planning Board.~~
- aa. Rental Self-Storage Facilities (with or without outdoor storage) by special permit from the Planning Board.

D. Amend Section 3.32, RESIDENTIAL INDUSTRIAL BUSINESS ZONE (RIB) ZONE, by modifying subsection h., as follows:

- ~~h. Rental enclosed storage facilities by special permit issued by Planning Board.~~
- h. Rental Self-Storage Facilities (with or without outdoor storage) by special permit from the Planning Board.

E. Amend Section 3.2.08, Parking of Commercial Vehicles, subsection B, as shown below:

B. Other Parking of Commercial Vehicles

1. Outdoor storage of commercial vehicles as a primary use is allowed by right in the HB-1 and HB-2 district, and requires a special permit in ~~HB-1, I, BI-A,~~ RIB, and BR-1 districts. This use is prohibited in all other zoning districts.
2. The continued and regular parking of commercial vehicles, tractor trailers, and construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc.), where accessory to a lawfully ~~per-mitted~~ permitted commercial use, is allowed by right in all commercial zoning districts (B, CB, I, BI-A, HB-1, HB-2, BR-1, and RIB).
3. Parking of commercial and construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc.) related to a Contractor's Yard where a special permit is required is subject to the requirement that such vehicles be stored in a garage in the Suburban Agriculture (SA) district, or screened by fencing or landscaping in the Business (B) district. The Planning Board may impose other conditions to protect abutting residential uses and the surrounding neighborhood.
4. The continued and regular parking of commercial vehicles, tractor trailers, or construction vehicles (including but not limited to tractors, backhoes, bulldozers, dump trucks, etc) accessory to a special-permitted commercial use in residential districts (SA, RA, and RB) will be addressed through the special permit process for the primary use. The Special Permit Granting Authority Zoning Board of Appeals may impose reasonable conditions to protect abutting residential uses and the surrounding neighborhood.

F. Add a new Section 5.18, Outdoor Storage

5.18 Outdoor Storage

5.18.01 Rental Self-Storage Facility with Outdoor Storage

All Rental Self-Storage Facilities with outdoor storage shall be required to meet the following standards:

- A. Outdoor storage areas shall be screened from view from roadways and abutting property owners by an opaque fence at least 6 feet in height.
- B. Storage areas shall not be located in required setbacks from property lines
- C. Outdoor storage areas shall not impede emergency access to the site or structures on the site.
- D. All types of vehicles stored outside shall be in operable condition. Rental outdoor storage areas shall not be used as Vehicle Salvage Yards, which are prohibited in all Zoning districts. Appropriate provisions shall be made to ensure vehicle fuel or other contaminants are appropriately controlled and don't infiltrate the ground.

- E. No commercial activity other than storage shall occur in indoor or outdoor areas, including vehicle maintenance, fueling, or repair work.

5.18.02 Other Outdoor Storage

- A. For parking of commercial vehicles, see Section 3.2.08 (Parking of Commercial Vehicles)
- B. Storage of large equipment or storage containers outside where accessory to a lawfully permitted commercial use on the same site is allowed by right in HB-1, HB-2, B, and I, and by special permit from the Planning Board in CB, RIB, BI-A, and BR-1. Emergency access to structures shall be maintained at all times. Parking sufficient for the uses on site in conformance with the Planning Board's Parking Regulations must remain unobstructed.

G. Amend Section 5.6 [Greenville Village Neighborhood Business (NB) District], subsection 5.6.04, Prohibited Uses, by inserting a new section 5.6.04.4, as follows:

5.6.04 Prohibited Uses:

5.6.04.4 Rental Self-Storage Facilities (indoor or outdoor)

Or take any action relative thereto.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article seeks to amend the Zoning Bylaw to allow outdoor storage associated with rental self-storage facilities and to address other outdoor storage and related issues, including parking of commercial vehicles.

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

ARTICLE 29 AMENDMENTS TO BUSINESS RESIDENTIAL & RESIDENTIAL INDUSTRIAL BUSINESS ZONING BYLAWS

To see if the Town will vote to Amend Sections 3.30 and 3.32 of the zoning bylaws, as listed below:

Section 3.30: BUSINESS RESIDENTIAL -1(BR-1) ZONE

Single family residential uses permitted within this zone. Dimensional requirements per Section 4.2 Table 1.

The Special Permit Granting Authority in the BR-1 District shall be the Planning Board.

The Business uses permitted in this Zone are as follows:

- a. 1. Legal, accounting, consulting, architectural, engineering, surveying, real estate, insurance or similar professional office.
- b. 2. Offices for agents for industrial, distributing and wholesale companies.
- c. 3. Travel agency or office.
- d. 4. Secretarial services, telephone answering service.

- e. 5. Photocopying service.
- f. 6. Photo studio; artist's, craftsman, locksmith's, or other artisan's studio.
- g. 7. Florist, gift, stationery, or antiques shop.
- h. 8. Repair and alteration of wearing apparel and accessories.
- i. 9. Repair shop for musical instruments.
- j. 10. Medical or dental office.
- k. 11. Barber or beauty shop.
- l. 12. Repair of household furnishings, including appliances and upholstery.
- m. 13. Repair and rental of non-motorized bicycles.
- n. 14. An inn or bed and breakfast establishment in a pre-existing building.
- o. 15. Collection agency for utilities; pickup for laundry or dry cleaning.
- p. 16. Child Care Facility and Family Child Care Home
- q. 17. Store, showroom, salesroom for the conduct of retail business, including a grocery, hardware, clothing, drug, or general store, not including auto sales.
- r. 18. Sales and distribution facilities. but not storage of toxic or virulent substances.
- s. 19. Catering service, delicatessen or other food market or a permitted eating establishment.
- t. 20. Farm stand for sales of natural produce and commercial greenhouse.
- u. 21. Bank or equivalent financial institution, or automated teller facility.
- v. 22. Restaurant.
- w. 23. Shop and sales of supplies for plumbing, electrical, carpentry, cabinet making, plastering, masonry, glass, and similar work.
- x. 24. Light manufacturing or light assembly (By Special Permit).
- y. 25. A group of four or more commercial establishments planned, developed, and managed as a unit with off-street parking provided on the property.
- z. 26. Sales or Rental, up to 30 vehicles (30 or more by special permit).
- aa. 27. Enclosed storage facilities excepting hazardous materials or substances, hazardous waste, gas, oil or any substances or materials which poses a threat to human health or safety or a threat to the environment by Special Permit from the Planning Board.
- bb. 28. Athletic/recreation facilities.
- cc. 29. Establishments serving alcoholic beverages, including brew pubs, by special permit
- dd. 30. Senior Village Developments by special permit from the Planning Board.
- ee. 31. Accessory Apartment
- ff. 32. Large Wind Facilities by Special Permit from the Planning Board.
- gg. 33. Small Wind Facilities by Special Permit from the Planning Board
- hh. 34. Veterinary Clinic by Special Permit from the Planning Board
- ii. 35. Farmers' Market
- jj. 36. Private Kennel by Special Permit from the Planning Board (Commercial Kennels prohibited).
- kk. 37. Ground-Mounted Solar Energy Systems
- ll. 38. Medical Marijuana Treatment Center, (Planning Board Site Plan Review Required, see Section 5.15).
- mm. 39. Marijuana Establishment by special permit (See Section 5.15)
- nn. 40. Backyard Chickens
- oo. 41. Brewery, Distillery, Winery by special permit
- pp. 42. Earth Removal Operation or Earth Filling Operation by special permit from the Planning Board (See Section 5.16)

SECTION 3.32: RESIDENTIAL INDUSTRIAL BUSINESS ZONE (RIB) ZONE

Dimensional requirements per Section 4.2 Table 1. The Special Permit Granting Authority in the RIB District shall be the Planning Board.

A. Intent:

It is the intent of this section to provide for residential uses in somewhat higher density than in other residential zones and to provide and increase the value of residential property situated in the vicinity of operating businesses, to protect the community from the detrimental effects of development not suited to location near residences, to protect persons and property against the hazards of pollution; to conserve natural conditions and open spaces; to separate and otherwise divide potentially conflicting property uses and to provide a harmonious relationship between residential and commercial development.

B. Permitted Residential Uses ~~Within This Zone Are:~~

1. ~~Detached one-family dwelling subject to dimensional requirements set forth in Section 4.2 Table 4.~~
2. ~~Two-family dwelling by Special Permit. Subject to dimensional requirements set forth in Section 4.2 Table 4.~~
3. ~~Multi-family (more than 2 family dwelling)– by Special Permit. Dimensions for residential use are set forth in Section 4.2 Table 4.~~
4. ~~Permitted Business uses within this Zone are as follows:~~

C. Permitted Business Uses:

The dimensional requirements for the business uses in this zone shall be the same as the BR-I Zone Section 4.2 Table 1.

- a. 1. Light manufacturing or light assembly facility limited to small scale assembly and manufacturing industries which are not injurious, noxious or offensive, or tend to reduce residential property values in the same or adjoining districts by reason of emission of odor, fumes, dust, smoke, vibration, sewerage, and/or industrial waste, noise, danger of explosion, fire or otherwise. Manufacturing allowed in this paragraph shall not include heavy industrial operations such as steel manufacturing, heavy forging presses and the like and shall be for utilizing hand labor or quiet machinery and process.
- b. 2. Landscaping services involving equipment purchasing.
- c. 3. Nursing home; extended or intermediate care facility licensed or approved to provide full time convalescent or chronic care.
- d. 4. Child Care Facility and Family Child Care Home.
- e. ~~The dimensional requirements for the business uses in this zone shall be the same as the BR-I Zone Section 4.2 Table 1.~~
- f. 5. Senior Village Developments are allowed by special permit from the Planning Board.
- g. 6. Accessory Apartment
- h. 7. Rental enclosed storage facilities by special permit issued by Planning Board.
- i. 8. Uses allowed in the HB-1 district under sections 3.2.03, 3.2.04, 3.2.05, 3.2.06, and 3.33, only by special permit issued by the Planning Board. Uses prohibited under Section 3.33.3 are also prohibited in the RIB district.
- j. 9. Small Wind Facilities by Special Permit from the Planning Board.
- k. 10. Farmers' Market
- l. 11. Small-Scale and Medium-Scale Ground-Mounted Solar Energy Systems
- m. 12. Large-Scale Ground-Mounted Solar Energy Systems by Special permit from the Planning Board
- n. 13. Backyard Chickens
- o. 14. Vehicle Sales or Rental, up to 30 vehicles (30 or more by special permit)

p. 15. Taxi or Limousine Service

C.D. **Development within the RIB District** shall comply with Sections 5.5.02 through 5.5.04, except that the landscaped buffer specified in Section 5.5.02.2.C shall be 50 feet, rather than 100 feet. At the discretion of the Planning Board, the width of the required fifty (50) foot landscaped buffers from an abutting residential use or district may be reduced to a minimum of twenty (20) feet where site constraints do not allow for the 50-foot buffer and an opaque fence is provided to provide screening from the abutting residential use or district.

PROPOSED MOTION

Move that the article be voted as written.

ADVISORY COMMITTEE RECOMMENDATION

SELECTBOARD RECOMMENDATION

DESCRIPTION

This article re-numbers and re-organizes subsections of Sections 3.30 [Business-Residential 1 (BR-1) Zone] and 3.32 [Residential Industrial Business (RIB) Zone].

VOTE REQUIRED FOR PASSAGE Requires a simple majority vote

This section intentionally left blank

Town of Leicester
Annual Town Meeting – May 11, 2021

CERTIFIED FREE CASH - June 30, 2020	2,127,848.00	-
FY 2021 Employee Benefits	\$ -	\$ 336,142.00
Subtotal	\$ 2,127,848.00	\$ 336,142.00
November 17 Special Town Meeting		
Article 1 - Prior Year Bills	1,476.79	
Article 2-3 Fire Study	DNP	
Article 3 - Police Cruiser	48,303.00	
Article 4A Capital Improvement Plan (Arielscope Payment 5 of 5)	90,081.00	
Article 4B Capital Improvement Plan (Police F150)	49,845.00	
Article 4C Capital Improvement Plan (Detective Car)	43,307.00	
Article 4D Capital Improvement Plan (Carport)	50,000.00	
Article 4E Capital Improvement Plan (Highway Roller)	14,975.00	
Article 4F Capital Improvement Plan (Phone System)	15,000.00	
Article 5 - Arielscope repairs	34,698.00	
Article 7 - Assessors revaluation	57,800.00	
Article 8 Open space plan update	15,500.00	
Article 9 Parc Grant match	90,000.00	
Subtotal	510,985.79	0.00
May 4 Annual Town Meeting		
Article 1 - Prior Year Bills	14,112.20	
Article 2 - Department and/or Warrant Article Transfers	-	\$ 231,142.00
Article 3 - Funding of Town Parks	25,000.00	
Article 5 - FY 2022 Budget - Police Station Staffing	150,000.00	
Article 9 - OPEB deposit	70,000.00	
Article 10 - Stormwater Management	20,000.00	
Article 11 - Groundwater Studies at the Landfill	21,400.00	
Article 12 - One Police Cruiser	57,672.00	
Article 13 - FY 2022 Capital Plan	511,733.00	
Article 14 - Building/Fleet Management Software	40,000.00	
Article 16 - Town Owned Dams	19,000.00	-
Article 17 - Hillcrest Building design	-	105,000.00
Article 18 - Transfer into Stabilization	100,000.00	-
Subtotal: appropriated at 05/04/21 Town Meeting	1,014,805.00	336,142.00
Subtotal: Remaining Balance	\$ 602,057.21	\$ -



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

April 1, 2021

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 April 1, 2020.

Citizen issues: Topics discussed with various citizens

- Finished furnishing information from a public records request on Memorial School
- Discussed the water/sewer District analysis with a resident and a Commissioner
- Fielded questions whether Leicester was open to another retail cannabis facility

Meetings:

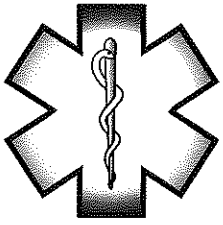
- Attended a COA Meeting; discussed reopening plan, Town meeting, concerns about Becker's closing
- Attended an Advisory Committee meeting – School Budget and warrant articles were discussed
- Attended a CIPC meeting, all requests were ranked and voted upon. The CIPC article is now on the warrant
- Attended our first Emergency Management quarterly meeting at the Fire Station

Activities:

- Contacted Becker College after hearing the announcement of their impending closing to reiterate our interest in acquiring the Town Common, amongst other possibilities.
- Completed the FY 2022 budget, and Town Meeting warrant. The third version of the warrant is complete and on the website. If we get recommendations voted on Monday, the warrant will be closed signed and posted next week, a full month ahead of Town Meeting.
- Worked with the Schools to move Town Meeting from the High School to the Middle School. The High School needs the gym for activities that need more space due to social distancing. We are renting a P.A. system for the meeting, as the Middle School does not have one. The Board has voted to have Town meeting take place at the Middle School on May 11, 2021.
- The Shared Winter Streets project at Towtaid Park garnered no bidders. Potential bidders were concerned with the deadline for completion required by the grant (May 31), as a reason for not bidding on the project. We are seeking an extension of the grant from MassDOT.
- Much time was spent redoing the FEMA Covid19 distribution grant. We were informed of rule changes that were established with the changing of presidential administrations. Changes included having FEMA reimbursement moved from 75% to 100%, but a September 30th deadline for reimbursement for cleaning and purchase of PPE by Departments that are not first responders. That report has been completed and submitted. We will now start updating our CARES act grant, which covered the remaining 25% of COVID-19 reimbursement under the previous administration.
- Worked the vaccine clinic with Town Hall staff, EMS, The Board Chair, the Health Agent, and Emergency Management Director for residents at the Leicester Housing complex. We did 120 vaccinations in five hours. Eight unopened vials of vaccine were given back to DPH, and eventually made their way to the Worcester Health Alliance for second round vaccinations.

- We have submitted a grant to establish a regional health collaborative for Leicester, North Brookfield, New Braintree, Hardwick, Barre, and Holden. Leicester would be the lead community, and all services would go through us. There will be no cost to the Town and there is a gain to the Town of 30k per year as part of the grant. We expect to be notified if our application is approved within the next 30 days.
- There is a bid opening scheduled on the Complete Streets grant on April 1. This project is expected to commence later this Spring.
- The Fire Station Retention Pond project is going before Conservation in April. Shortly thereafter, that project will be going out to bid for this construction season.
- Regarding the point of volunteer labor. From Counsel: “Anytime you are utilizing volunteers to perform work for the Town where someone could get injured, I would ask them to sign a release. The fire hydrant example is not the same as usually fire hydrants are on private property and people volunteer to remove snow so they can be accessed as part of a community wide program. These are not people working on municipal property so the same risk is not present.”
- We are submitting three projects for federal earmark funding. We have been told by Congressman McGovern’s office that they would qualify for potential funding. It’s unlikely to occur by we gain nothing by not trying. We are requesting funding for a new or used fire apparatus, funding of the architectural designs for Hillcrest, and for funding for design of a new culvert at Paxton/Marshall Street.
- The FY20 audit has been completed and uploaded to the Federal Clearing House. There is nothing of concern to report. We will have the auditors attend a meeting, likely in June.
- There was a question regarding upgrades needed on the Highway Fuel Island that was voted by capital. An email was received from DEP stating that parts of the island needed to be upgraded by January 2, 2021. There was also a repair that needed to be done in the same time frame. At this point, it makes sense to do the entire project as part of the capital plan in order to get the fuel island fully compliant.
- Completed negotiations on the Police Supervisor Union’s contract. We will now commence discussions on two-year extensions with the patrolmen and supervisor’s contract.
- We have just been informed that Fallon will stop providing group insurance coverage as of 06/30/22. We are beginning to work on potential options for replacement coverage over the next 6 months.

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




Town of Leicester • Emergency Medical Services

3 Paxton Street • Leicester, MA 01524

PHONE: (508) 892-7006

Date: March 17, 2021

To: Select Board

From: Michael Franklin
EMS, Coordinator 

Subject: EMT- Appointment

I respectfully request the Board appoint the following applicants to the position of per diem/on call EMT- Basic for The Town of Leicester Emergency Medical Service, with a Six Month probation period.

Benjamin Carlson
13 Deer Pond Drive
Leicester, MA 01524

This appointment will help solidify the per diem coverage during the weekend and evening hours.

Thanking you in advance for your consideration in this matter.



Leicester Police Department
90 South Main Street
Leicester, MA 01524



www.leicesterpd.org

Emergency: 911

Non Emergency: 508-892-7009

Non Emergency: 508-892-7010

Fax: 508-892-7012

Chief
Kenneth M. Antanavica
antanavicak@leicesterpd.org

March 8, 2021

To: David Genereux - Town Administrator
Selectboard - Town of Leicester

From: Kenneth Antanavica
Chief of Police

Re: **Acceptance of Donation from Hot Dog Annie's**

The Leicester Police Department recently received a generous donation of a check for \$1,000.00 from Ms. Aeng Banks/Hot Dog Annie's. Pursuant to the appropriate bylaw/ordinance, I am requesting that the Board of Selectmen accept the generous donation from Hot Dog Annie's. The Leicester Police Department will deposit the funds into its donation account, where it will be used to support departmental operations that are not funded by the general operating budget.

Should you have any questions pertaining to this matter, please feel free to contact me personally.

Kenneth M Antanavica
Chief of Police

Attachments

1. Copy of Check and note enclosed

LOOK TO LEFT TO VIEW WATERMARK IN PAPER HERE

Hotdog Annies
36 Crowningshield Dr
Paxton, MA 01612
Aengyu@verizon.net

PAY TO THE
ORDER OF

Leicester Police
One Thousand Dollars

Commerce Bank

FOR

⑆003150⑆ ⑆011300142⑆

Chief Antanvica & All the
Officers,
Our gratitude to all
of you. Thank you for
your service. Sincerely,
Amy Banks of Hot Dog Annies

**SELECT BOARD MEETING MINUTES
MARCH 8, 2021 AT 6:00PM
VIRTUAL MEETING**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:31pm. Chair Dianna Provencher, Vice-Chair Harry Brooks, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, and Assistant to the Town Administrator Bryan Milward were in attendance.

1. SCHEDULED ITEMS

a. 6:30pm – Special Municipal Employee Designation

- Treasurer of the Oxford Rochdale Sewer District
- Treasurer of the Hillcrest Sewer District
- Treasurer of the Hillcrest Water District
- Commissioner of the Leicester Water Supply District
- Commissioner of the Oxford Rochdale Sewer District

Thomas Mullen, attorney for Christopher Montiverdi and Jim Lampke, attorney for Bob and Debra Wilson, explained their clients request for the listed positions to be designated special municipal employees. A motion was made by Mr. Antanavica and seconded by Mr. Shocik to deny the requests to designate the positions as special municipal employees. Under discussion, Select Board members discussed the precedent of designating non-Town positions as Special Municipal employees, the relationship between the Town and the Districts, and alternatives to the Special Municipal Employee designations such as Intermunicipal Agreements. Mr. Shocik rescinded his second on the initial motion. A motion was made by Mr. Antanavica and seconded by Mr. Duggan to designate the following positions as Special Municipal Employee positions under the G.L c. 268A, section 1 of the Conflict of Interest Law: Treasurer of the Oxford-Rochdale Sewer District, Treasurer of the Hillcrest Sewer District, Treasurer of the Hillcrest Water District, and Commissioner of the Leicester Water Supply District, all until June 30th, 2022. Roll Call: 4:1:0 (Shocik opposed)

2. PUBLIC COMMENT PERIOD

No members of the public provided comment

3. REPORTS & ANNOUNCEMENTS

a. Health Agent COVID-19 Update

Health Agent Francis Dagle summarized recent COVID-19 developments including the Town's progress on setting up a vaccination clinic for senior housing and homebound residents. Town Administrator David Genereux and Select Board Chair Dianna Provencher thanked Francis Dagle for his assistance in helping residents find vaccine appointments.

b. Student Liaison Reports

Student Liaison Erin Arsenaault provided an update on school activities including sports, progress reports, and her recent completion of the Girl Scout Gold Award.

c. Town Administrator Report

Town Administrator David Genereux read highlights from his report including recent public records requests, the response to the news of Becker College's financial difficulties, and the progress on the Water/Sewer District study.

d. Select Board Reports

Select Board members discussed the recent news with Becker College, the progress on COVID-19 vaccinations, and the upcoming local elections.

Mr. Brooks left the meeting at 7:45pm.

4. RESIGNATIONS & APPOINTMENTS

a. Appointment – Paul Bennett – Zoning Board of Appeals Alternate

A motion was made by Mr. Shocik and seconded by Mr. Duggan to appoint Paul Bennett as an alternate member for the Zoning Board of Appeals. Roll Call: 4:0:0

b. Appointment – Vaughn Hathaway – Open Space and Recreation Committee Alternate

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to appoint Vaughn Hathaway as an alternate to the Open Space and Recreation Committee. Roll Call: 4:0:0

5. OTHER BUSINESS

a. Vote on Police, Fire and Highway Union Contracts

A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the Police Union contract. Roll Call: 3:0:1 (Antanavica abstained)

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the Highway Union contract. Roll Call: 4:0:0

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the Firefighter Union contract. Roll Call: 4:0:0

b. Vote on FY21 2% COLA for Nonunion Employees

A motion was made by Mr. Shocik and seconded by Mr. Antanavica to approve the 2% COLA for nonunion employees. Roll Call: 4:0:0

c. Vote on Town Administrator Contract Extension

A motion was made by Mr. Shocik and seconded by Mr. Duggan to approve the Town Administrator's three-year contract extension. Roll Call: 4:0:0

d. FY 2022 Town Budget

Town Administrator David Genereux noted there is one proposed change to the FY2022 budget. This change would provide funding for full-time staffing of the police station lobby so it can be open to the public 24/7. Police Chief Ken Antanavica explained the personnel changes required to enact this policy and gave examples from recent incidents where residents could have benefitted from being able to enter and access the police station. Select Board members expressed their support for the proposal and the benefits it could provide to the public.

6. MINUTES

a. February 22, 2021

A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the February 22, 2021 Select Board meeting minutes as written. Roll Call: 4:0:0

A motion to adjourn was made by Mr. Antanavica and seconded by Mr. Shocik at 8:20pm. Roll Call: 4:0:0

**SELECT BOARD MEETING MINUTES
MARCH 29, 2021 AT 6:00PM
VIRTUAL MEETING**

CALL TO ORDER/OPENING

Chairwoman Provencher called the meeting to order at 6:05pm. Chair Dianna Provencher, Second Vice-Chair John Shocik, Selectman Rick Antanavica, Selectman Herb Duggan, Jr., Town Administrator David Genereux, Assistant Town Administrator Kristen Forsberg, and Assistant to the Town Administrator Bryan Milward were in attendance. Vice-Chair Harry Brooks was absent.

1. SCHEDULED ITEMS

a. **6:00pm – May Annual Town Meeting Discussion**

• **Reserve Fund Transfer Request – Ambulance Repairs - \$10,614**

Town Administrator David Genereux stated that the reserve fund currently has a balance of \$26,000 but will be replenished back up to \$50,000 at May Town Meeting. EMS Director Bob Wilson requested funding to replace the fuel injector, both exhaust gas regulator units and the diesel particulate filter on ambulance 1. Mr. Wilson stated that the EMS budget does not currently have sufficient funding to pay for these expenses and the repairs are urgent to avoid damage to the engine. A motion was made by Mr. Antanavica and seconded by Mr. Shocik to approve the reserve fund transfer as requested. Roll Call: 4:0:0

• **Discussion/Vote on Changing the Date of Annual Town Meeting to May 11, 2021**

Town Administrator David Genereux explained that the Moderator had an unavoidable conflict on May 4th and asked that Town Meeting be moved to May 11th. Due to the schools returning to full in-person learning, the high school gym is no longer available to host the meeting, but the middle school gym is. A motion was made by Mr. Antanavica and seconded by Mr. Shocik to move Annual Town Meeting to May 11, 2021 at 7:00pm at the Middle School Gymnasium. Roll Call: 4:0:0

• **Discussion/Vote FY22 Budget**

Representatives from the School department presented their FY22 budget. Board members discussed COVID-19 expenses, existing fund balances in several line items, and the impact of remote learning on the budget.

• **Discussion/Vote Annual Town Meeting Warrant**

Article 1 – Prior Year Bills

- Two outstanding invoices from prior fiscal years in the amounts of \$4,612.20 and \$9,500.

Article 2 - FY21 Budget Amendments

- Transfers come from the employee benefits line item, as there are surplus health insurance funds.
- Transfers would go to:
 - Assessors Salary due to pay out of vacation days upon retirement of former assessor
 - Reserve Fund replenishment
 - Elections and Registration due to presidential primary and election
 - Snow and Ice deficit
 - Animal Control Salaries due to new Inspector of Animals stipend
 - Animal Control Consultant/Professional Services due to an uptick in rabies cases
 - Police Professional Services for vehicle repairs, fence repairs and the purchase of Adobe
 - Town Hall Building Electric due to underfunding in FY21
 - Highway Department Wages to fund new position from mid-may through June for schools

Article 3 – Improvements at Town Parks

- Annual \$25,000 allocation for parks per Cultivate host community agreement

Article 4 – Elected Officials Salaries

- Only change is a 2% COLA for the Town Clerk

Article 5 – FY22 Operating Budget

- \$30,616,675 – an increase of \$517,167, or 1.72%, over FY21
- Both school and municipal budgets are increasing by a net of 2.38%
- Budget proposes using \$150K in free cash to start a pilot program to reopen the police station lobby 24/7

Article 6 – Vocational Tuition

- Annual article for out of district vocational tuition - \$1,023,000

Article 7 – Central Mass Regional Planning Commission Annual Assessment

- \$3,301 assessment for Leicester

Article 8 – FY22 Cable PEG Access Enterprise Account Appropriation

- Appropriating \$125,000 in charter funds for LCAC operations in FY22

Article 9 – OPEB

- \$70,000 to fund a portion of the Town's \$33.9M liability for other post employee benefits

Article 10 – Stormwater Management

- \$20,000 for operations, professional services, MS-4 permit reporting requirements

Article 11 – Groundwater Studies at Landfill

- Annual appropriation for DEP required testing and monitoring

Article 12 – Police Cruiser

- \$57,672 to purchase and equip one police cruiser

Article 13 – FY 22 Capital Improvement Plan

- \$511,733 for vent and tube replacement on the Town's fuel island, replacement of Fire Engine #1, Town-wide communications upgrades, replacement of Fire Station #3's roof, replacement of the highway department's 1 ton pickup truck, and a new copy machine for the police department.

Article 14 – Purchase of Software

- \$40,000 for the purchase of GIS software and vehicle asset management software and to pay for the first two years of the annual software maintenance agreements.

Article 15 – Authorization of the School Superintendent to Enter into an Agreement for Title IV-E Reimbursement

- Authorizes the School Superintendent to enter into an agreement related to foster care transportation reimbursement.

Article 16 – Town-Owned Dams

- \$19,000 to meet DEP reporting and inspection requirements and to apply for a grant for Greenville Pond Dam through the Dam and Seawall program.

Article 17 – Project Design of Hillcrest Property

- \$105,000 to pay for the costs of design and replacement of the buildings at Hillcrest

Article 18 – Transfer Funds into Stabilization

- \$100,000 transfer from free cash to the Town's rainy-day fund

Article 19 – Establish Revolving Fund Annual Spending Limits

- Establishes annual spending limits for Town revolving accounts

Article 20 – Acceptance of Property from Hillcrest Water District 13 Lehigh

- Completes a land swap deal with Hillcrest Water District for placement of a new water tower

Article 21 – Burncoat Park Environmental Services

- Expands eligible use of funds in this article to planning and infrastructure for Burncoat Park

Article 22 – Prohibition of Engine Braking on Public Ways

- Prohibits the use of compression braking in Town except in the case of emergency or where required by Mass General Laws to reduce noise from downshifting trucks in Town.

Article 23 – Adoption of MGL Chapter 48, Section 42A Governing the Position of Fire Chief

- Dissolves the antiquated Board of Fire Engineers and places the Fire Department under the governance of the Select Board and Town Administrator like all other Town departments.

Article 24 – Adoption of an Architectural District Bylaw

- Establish an Architectural District in the area around Becker College and the Town Common.

A motion to adjourn was made by Mr. Shocik and seconded by Mr. Antanavica at 8:40pm. Roll Call: 4:0:0