

— 49 — *JA* —

**BOARD OF SELECTMEN  
MEETING MINUTES  
12/14/10**

The Board of Selectmen met in the Town Hall, Joseph F. Bilotta Meeting Room as scheduled with Paula Bertram, Steven M. deBettencourt, Ernie Sund, Tom Alonzo, Dave Matthews and Town Manager Kerry Speidel present. Meeting opened at 6:00 P.M. and proceeded with a tour of the Jones House @ 42 Main Street. Recessed Regular Session at 6:30 P.M. and opened Executive Session by roll call vote; Steve aye, Tom aye, Paula aye, Ernie aye and Dave aye, in accordance with M.G.L. Chapter 39, §23B(6) to consider the purchase, exchange, taking, lease or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body. Regular Session reconvened @ 7:00 PM with the Pledge of Allegiance

**PUBLIC COMMENT**

**ANNOUNCEMENTS**

1. Paula announced that the board toured the Jones House and agreed on a minimum bid for the project of \$85,000, as the goal is to maintain the significant historical structure. The proposal should be ready to go out to bid for February 2011.

**APPOINTMENTS**

1. **7:30 PM – Pole Location Hearing** – Notice as follows: You are hereby notified that a public hearing will be held at the Joseph F. Bilotta Meeting Room, Lunenburg Town Hall 2ND Floor Conference Room at 7:30 PM on the 4TH day of JANUARY 2011 upon petition of: VERIZON NEW ENGLAND INC. for permission to: locate poles, wires, cables and fixtures, including the necessary anchors, guys and other such sustaining and protecting fixtures to be owned and used in common by your petitioners, along and across the following public way or ways: CHASE ROAD: ON THE EASTERLY SIDELINE PLACE NEW MIDSPAN POLE NO. 12-3/4 APPROXIMATELY 200 FEET NORTH FROM EXISTING POLE NO. 12-1/2, 1 POLE TO BE PLACED in the ways or parts of ways designated in said petition, along which designated route of line you are an owner of real estate, as determined by the last preceding assessment for taxation.

Paul Duboli, present on behalf of Verison informed the board that the pole is currently located within the property owner's driveway and as the pole needs to be replaced the property owner has requested that the new pole be relocated as it is now in the middle of her driveway due to the reconfiguration of the driveway. Board voted unanimously to approve.

2. **8:00 PM – Executive Session with Sewer Commission -**

**CURRENT BUSINESS**

1. **Annual License Renewals** – Chair read the attached revised list and requested the board call "hold" if they have an issue with a specific establishment. Noted that licenses would not be released until all paperwork, insurance certificates and tax payment agreements have been reached with all.

Steve motion to approve, Ernie seconded, Dave questioned the recent Pedlars license and Common Victuraller's for Central Mass, and per Kerry believe the board approved these until December 2011. Dave also questioned the payment of taxes and would like to know if establishments are conforming to their payment plan that may have been issued. Tom would also like to know about those who are in arrears and would like to have them come before the board and not that we just approve the licenses overall. Would like to keep track over the year and if it's something that happens year after year, would like to know of the habitual establishments that are in arrears.

Per Kerry if they are not paid, then the board can withhold the license as the first meeting of the board is scheduled for January 4, 2011 and if necessary can schedule appointments with these individuals for that meeting. Voted unanimously to approve.

4. **Minutes** – None

**Warrants** - # 32A 11, 12/10/10 - \$90,000.00, #32 11, 12/8/10 - \$443,870.30 and #33 11 12/14/10 - \$148,581.78 reviewed and signed.

**Action File Issues** - Kerry asked members of the board to let her know whether they are planning the MMA Annual Meeting scheduled for January 2011.

Paula also questioned status of the payment request for Weston & Sampson

5. **Committee Updates** -

➤ Dave School Committee presentation on the budget is scheduled for tomorrow @ 7:00 PM

➤ Paula recently had a meeting of land use chairs and expressed appreciation to Toby Bakaysa for suggesting this as we are increasing the communications among the boards. He noted that if we are going to be discussing an issue that is under the

purview of another board then they should be involved in the discussions, ie Planning Board on signs and Board of Health on the Landfill utilization as a solar farm.

- Rob Verge, Chair, Conservation Commission informed her that the Open Space Plan is in the process and should be completed within the next month.

Spoke with Harald Scheid and it appears that we have the ability to connect to the GIS system and have access to the data layer and she will follow up with the IT Director as many departments are not availing themselves of utilizing this system. Checked with Town Accountant and we have expended \$112,890.00 since 2004 to date. One of the issues that came up is the Sewer Commission is requesting funding for a sewer layer which would identify where pipes etc. are located. We also have a property manager module that we've purchased and are currently not using as well as a permitting module. Sent out a software survey to all town departments and have received 13 surveys back, mainly using excel, word and access. Training that has been requested on access, excel, word and GIS. Looked at training options, such as Mt. Wachusett, which will do the training here. Many Chairs had opportunity to see the QSend web site and are looking at training seminars and associated costs.

Also noted that the Conflict of Interest tests, many taken the test but apparently they have not been registered with town clerk and would like to know from the Town Clerk the status of this. Also, the email addresses for the town board/committee members don't seem to be updated and would like to have IT Director look into this. Next Meeting of Chairs is scheduled for 6:15 pm, on January 26, 2011, in the Ritter Building.

#### 6. Department Updates – Mobility Assistance Program Grant

Kerry informed the board that she has been advised that we are eligible for a grant application and that the Montachusett Area Regional Transit (MART) will be a co-applicant for the purchase of a new senior van.

#### 7. Town Manager Updates –

- Fleet Expansion – Kerry asked that we move this to January and Dave would like to have those departments that are asking to increase their fleets come before the board to discuss the plans and to develop a draft policy on vehicle replacement. Noted to include all the costs associated with the fleet and funding.

- Paula asked for a breakdown on administrative fees with the Parking Lot (Eagle House).

- Dave questioned invoice on the accounts payable warrant for the sander; \$12,000 and it's coming out of snow/ice budget and surprised that it's in there as a supply and not under the capital plan. Kerry informed the board that she knows that this is a piece of equipment that if not replaced it would hinder our ability to respond to storms and agrees that this should have been in the capital plan. Noted that this department has gotten much better in submitting capital requests. Dave commented that it's important in order to manage our expenses and capital without having these items identified within the plan.

- Kerry provided a copy of the Capital Improvement Plan Department Requests for FY 2012 – 2020. Noted that we need to do a better job at spreading out our expenses; projecting out needs for future capital needs and funding. Tom recalled his time on the Finance Committee and would like to have a definition of a capital improvements versus capital items; of particular note was technology and why are some items under improvements and other under items are included in operating budgets. Kerry doesn't believe the definition is an issue and noted that technology is treated differently in departments, ie school has always included technology upgrades in their operating budgets and all other departments have identified as capital. Tom would like to know of the definition as to why technology should be identified as capital versus operating. Kerry noted that some departments are concerned about the funding of the Capital Plan and this does have an impact on the smaller departments. The process is fluid and we're working through these issues and has been followed fairly well. As a for instance, the board discussed the way other communities identify the purchasing of police cruisers as some include this within their annual operating budget versus a capital expenditure as typically you have to purchase at least one vehicle every year or at least every other year.

Ernie commented that upon his review of the Capital Improvement Plan he cannot find the sander item and questioned what would the life expectancy be on this type of equipment. Would rather see a complete list of inventory and what would be expected operable life of equipment, would like a total listing of departments equipment and total life span.

Kerry noted that this could be included within an equipment purchasing policy and suggested that the Capital Planning Committee work on this and present to the board as she knows that the inventory is up to date, but doesn't believe that the useful life has been included within the inventory.

- Forwarded a copy of the final draft for the Community Choice Aggregation Plan which has been reviewed by the State and they recommend a public hearing, not required but strongly suggested. Would propose for the second week in January and will place on website and distribute to committees. Tom would like to have an annotation if we receive a supplemental copy of what had been originally dispersed.

- Summer Street project, Town had previously submitted a grant application with MRPC in June and they (MRPC) had determined that this was outside of the scope of that program. Following conversations with State representative and MRPC staff it was determined that this type of request would fall under the grant program and as such, Kerry is putting together another application for funding assistance for the design. She has also received a revised proposal from VHB for \$54,300 which includes weekend traffic counts which was discussed at Town Meeting. One of the issues is the size of the project as it is a very large project for MRPC's available grant funds, but is a smaller grant as far as the Federal level funding which is up to the 10 million dollar level

and as such Fitchburg is looking into improvements to the intersection of Summer Street and John Fitch. As the total project cost falls between the recommended funding limits between the state and federal options, Fitchburg is considering adding to the intersection improvements which may allow the communities to apply for the federal assistance by raising the dollar threshold.

- Scheduled the third meeting in January for discussions on the closing of the Holman Street bridge.

## **OLD BUSINESS**

## **COMMITTEE APPOINTMENTS/REAPPOINTMENTS/RESIGNATIONS**

### **EXECUTIVE SESSION**

1. M.G.L. Chapter 39, §23B(6) to consider the purchase, exchange, taking, lease or value of real property if such discussion may have a detrimental effect on the negotiating position of the governmental body.
2. Board voted to adjourn Regular Session at 8:09 P.M. and opened Executive Session by roll call vote; Steve aye, Tom aye, Paula aye, Ernie aye and Dave aye, in accordance with M.G.L. Chapter 39, §23B(2) to conduct strategy session in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with non-union personnel with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the government's bargaining or litigation position. Chair announced the board will not return to Regular Session.

Respectfully submitted,

Laura Williams, Chief Administrative Assistant  
Board of Selectmen

# UPDATED LIST FOR FY'2011

November 23, 2010

**To:** Jeffrey Ugalde, Treasurer/Tax Collector  
**From:** Linda H. Douglas, Administrative Assistant  
**Re:** Chapter 40, Section 57 - License Renewals

The following list is of the 2011 License renewals. We will be sending out renewal notices the week of November 29, 2010. In accordance with the Town's acceptance of MGLA Chapter 40, Section 57, you are requested to let this office know if any of the licensees have neglected or refused to pay any local taxes. Final approval of license renewal applications by the Licensing Authority will be dependent upon the applicant's compliance with all conditions set forth by the Licensing Authority and other Town Boards, Committees and Departments.

<b>COMMON VICTUALER, ALL ALCOHOLIC</b>		<b>\$1,450.00</b>
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American Graffiti, Todd Jennison	113	Summer Street
Asian Imperial Inc., d/b/a Asian Imperial Garden	324	Electric Avenue Unit #3
RNDC Inc., d/b/a "RG Scooters", Rhonda Newman	84	Lakefront Avenue
The Bootlegger, Allan S. Cosimi	50	Massachusetts Avenue
Donnelly's Tavern, Inc., John D. Donnelly	43	Summer Street
Green Pepper Inc., d/b/a Ixtapa Cantina Mexican Family Rest.	308	Massachusetts Avenue
Se-Flan Inc., d/b/a Sean Patrick's		494 Electric Avenue
B & H Corporation, d/b/a Mickey Shea's	324	Electric Avenue-Unit #4
Hellfire Inc., d/b/a Vegas Lounge	5	Summer Street-Unit #10
Melendez Magana Inc., d/b/a DARIO's	308	Massachusetts Avenue

<b>GENERAL ON PREMISE/ALL ALCOHOLIC</b>		<b>\$1,450.00</b>
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Lakeview Club, 449 Corp., Edward Norton, Mgr.	449	Whalom Road
Mary L. Padula, d/b/a "The Harley House"	909	Massachusetts Avenue
JK Waterfront, d/b/a "On the Rocks"-	96	Lakefront Drive

<b>COMMON VICTUALER, WINE &amp; MALT</b>		<b>\$700.00</b>
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J. & M. Golf, Inc., d/b/a Maplewood Golf Course, Joe Benevento	994	Northfield Road
S & K Restaurant, d/b/a Bangkok Hill Rest.	177	Massachusetts Avenue

<b>RETAIL PACKAGE STORE, ALL ALCOHOLIC</b>		<b>\$1,450.00</b>
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Hannaford Food & Drug - Angelo Bisol, Mgr.	301	Massachusetts Avenue
Vasta Inc. - Anastasia Halkiadakas, Mgr.	431-433	Electric Avenue

<b>RETAIL PACKAGE STORE, WINE &amp; MALT</b>		<b>\$ 700.00</b>
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Baker's Whalom Variety; Carol & Henry Baker	423	Electric Avenue
Elena's Gourmet Grocery, Elena Christopher Mgr.	1	Main Street
Khan Mohiuddin, d/b/a Hadwen Park Market	1	Main Street
Genghis, Inc., d/b/a Centre Pizza & Variety, Anastasia Wernick	1353	Massachusetts Avenue

<b>COMMON VICTUALER (No License issued until Food Service Permit issued)</b>		<b>\$ 25.00</b>
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RNDC Company d/b/a "RG Scooters", Rhonda Newman	84	Lakefront Avenue
Donnelly's Tavern, Inc., John D. Donnelly, Mgr.	43	Summer Street
Lakeview Club, 449 Corp., Edward Norton, Mgr.	449	Whalom Road
Todd Jennison d/b/a American Graffiti	113	Summer Street
J & M Golf, Inc. d/b/a Maplewood Golf Course	994	Northfield Road
Conrad's	835	Massachusetts Avenue
Baker's Whalom Variety	423	Electric Avenue
Stella's Coffee Shoppe, Earl Souza, Mgr.	466	Electric Avenue
Lunenburg EXXON, Paul O'Connell	453	Massachusetts Avenue
The Lunch Box, Chang Ye Papadiki (109 Lincoln Street, Fitch.)	180	Massachusetts Avenue

Victory Distributors d/b/a Hannaford Food & Drug	301	Massachusetts Avenue
Whalom Gas	1	Whalom Road
Lanni Orchards	294	Chase Road
White Farm Ltd., d/b/a Cherry Hill Ice Cream	825	Leominster Road
Bootlegger's, Allan Cosimi, Mgr.	50	Massachusetts Avenue
J & D Enterprises, d/b/a "Shady Point Beach & Campground"	701	Reservoir Road
Genghis Inc., d/b/a Centre Pizza & Variety	1353	Massachusetts Avenue
Mary Padula, d/b/a "The Harley House"	909	Massachusetts Avenue
Khan Mohiuddin, d/b/a Hadwen Park Market	1	Main Street
Presto Pizza	429	Electric Avenue
SeFlan Ltd, d/b/a Sean Patrick's	494	Electric Avenue
Green Pepper Inc., d/b/a Ixtapa Cantina Lunenburg	308	Massachusetts Avenue
Asian Imperial Garden, d/b/a Asian Imperial Garden	324	Massachusetts Ave. Unit #3
JK Waterfront, d/b/a On the Rocks	96	Lakefront Drive
The Village Grill	1	Main Street
B & H Corporation, d/b/a Mickey Shea's	324	Electric Avenue Unit #4
S & K Restaurant, d/b/a Bangkok Hill Restaurant	177	Massachusetts Avenue
Melendez Magana Inc., d/b/a Dario's	308	Massachusetts Avenue
The Ugly Omelet	165	Massachusetts Avenue
Alliance Energy LLC (formerly Wilmart/Peterborough Oil)	131	Massachusetts Avenue
Bengals Convenience	21	Main Street
Hellfire Inc., d/b/a Vegas Lounge	5	Summer Street Unit #10

<b>AUTOMATIC AMUSEMENT DEVICES</b>		(each machine)	\$ 35.00
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American Graffiti, Todd Jennison	(6)	113	Summer Street
RNDC Inc., d/b/a "RG Scooters"	(2)	84	Lakefront Avenue
Donnelly's Tavern, John Donnelly, Mgr.	(2)	43	Summer Street
Lakeview Club, 449 Corp., Edward Norton, Mgr.	(5)	449	Whalom Road
Baker's Whalom Variety, Carol & Henry Baker	(3)	423	Electric Avenue
JK Waterfront, d/b/a On the Rocks	(3)	96	Lakefront Drive
Se-Flan Ltd, d/b/a Sean Patrick's	(3)	494	Electric Avenue
Whalom Gas	(1)	1	Whalom Road
B & H Corporation, d/b/a Mickey Shea's	(5)	324	Electric Avenue-Unit #4
Hellfire Inc., d/b/a Vegas Lounge		5	Summer Street Unit #10

<b>WEEKDAY ENTERTAINMENT LICENSE</b>			\$ 100.00
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Donnelly's Tavern, Inc., John D. Donnelly, Mgr.		43	Summer Street
Black Horse II, Inc., "RG Scooters", Rhonda Newman		84	Lakefront Road
Todd Jennison d/b/a American Graffiti		113	Summer Street
B & H Corporation, d/b/a Mickey Shea's		324	Electric Avenue Unit #4
Hellfire Inc., d/b/a Vegas Lounge		5	Summer Street Unit #10

<b>SUNDAY LICENSE</b>			
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449 Corporation, d/b/a Lakeview Club	Jan.	449	Whalom Road
RNDC Inc., d/b/a "RG" Scooters	Jan.	84	Lakefront Avenue
Lakeview Driving Range (miniature golf)	April	21	Lakeside Avenue
American Graffiti	Dec.	113	Summer Street
Donnelly's	Dec.	43	Summer Street
Baker's Whalom Variety	Dec.	423	Electric Avenue
Se-Flan Ltd, d/b/a Sean Patrick's		494	Electric Avenue

<b>BASE LICENSE</b>	<b>EXPIRES 4/30/11</b>		
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Lakeview Golf Driving Range	\$ 60.00	21	Lakeside Avenue
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<b>CLASS 1 MOTOR VEHICLE LICENSE</b>			\$ 100.00
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Chapdelaine Truck Center, Inc. M. Chapdelaine, Pres.		199	Mass. Avenue
Padula Brothers, Inc. Philip Membrino		133	Leom.-Shirley Rd.
Colonial Imports West Inc., d/b/a North End Mazda		747	Chase Road
Colonial Imports Inc., d/b/a North End Subaru		757	Chase Road
Joe Smalley Auto Sales, Inc., d/b/a Daewoo North		30	Summer Street
Central Mass Motorcycle Ltd.		19	Massachusetts Avenue

**CLASS 2 MOTOR VEHICLE LICENSE** **\$ 100.00**

Ralf Traugott d/b/a Mass. Ave. Motors	381	Massachusetts Ave.
Roland L. Trainque, d/b/a Roland's Towing	408	Electric Avenue
Baker Enterprises d/b/a The Auto Barn	53	Chase Road
Sandra L. Moriarty d/b/a Showroom Sammy	455	Massachusetts Ave.
Henry & Carol Baker d/b/a Baker Towing	421	Electric Avenue
Robert C. & Michael R. Lovewell, d/b/a RC Motors	9	Kirby Avenue
Colonial Imports Inc. (MAIL RENEWAL FORM TO 757 CHASE ROAD)	44	Chase Road
Daniel J. Bettencourt, d/b/a First Choice Auto Sales (PO Box 200)	541	Chase Road
Peter M. Kelly, d/b/a PMK Motor Sales	36	Summer Street
John V. Goguen, d/b/a J. G. Service	346	Electric Avenue
Affinity Corporation, d/b/a Affinity Auto Sales	1312	Massachusetts Avenue
Brian R. Pomerleau, d/b/a P & S Truck & Parts, Inc.	571	Chase Road

**CLASS 3 MOTOR VEHICLE LICENSE** **\$ 100.00**

Michael R. Chapdelaine d/b/a Chapdelaine Auto Salvage	199	Massachusetts Avenue
Pomerleau, d/b/a P & S Truck & Parts, Inc.	571	Chase Road
Central Mass Motorcycles Ltd.	19	Massachusetts Avenue

**LIMOUSINE LICENSE** **\$25.00****PEDLAR'S LICENSE** **\$20.00**

# Town of Lunenburg Community Choice Aggregation Plan

## Purpose of the Aggregation Plan

The Town of Lunenburg developed this Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town's plan. The Aggregation Plan has been developed in consultation with the Massachusetts Department of Energy Resources (DOER).

The purpose of this aggregation plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in Lunenburg to negotiate rates for the supply of electricity. It brings together the buying power of more than 4,000 rate-paying customers. Participation is voluntary for each individual consumer. Individual consumers have the opportunity to decline service provided through the Plan and to choose any electric supplier they wish.

The Town of Lunenburg has distributed this plan for public review prior to submitting it to the Department of Public Utilities ("DPU").

## CONTENTS

- 1.0 The Process of Aggregation
- 2.0 The Organizational Structure and Operations of the Town's Plan
- 3.0 Program Funding
- 4.0 Activation and Termination of the Aggregation Program
- 5.0 Methods for Entering and Terminating Agreements with Other Entities
- 6.0 Rate-setting and Other Costs to Participants
- 7.0 Universal Access
- 8.0 Equitable Treatment of All Classes of Customers
- 9.0 Reliability
- 10.0 Rights and Responsibilities of Community Choice Aggregation Program Participants
- 11.0 The Consequences of Aggregation
- 12.0 Requirements Established By Law or the Department Concerning Aggregated Service

## **2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF LUNENBURG'S AGGREGATION PROGRAM**

This section will detail how the Town will organize the daily operations of the Plan and will assign responsibility to each party.

Lunenburg's Town Government is led by a 5-person Board of Selectmen. Daily operations are overseen by a Town Manager. Town elections are held the third Saturday in May.

The Board of Selectmen is composed of five members elected for staggered 3-year terms. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town's Charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

There are six operational levels to the Town's Community Choice Power Supply Program as described in section 2.1.

### **Town of Lunenburg Community Choice Aggregation Plan Operational Outline**

#### **2.1 Description of Operational Levels**

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

Citizens and Lunenburg consumers hold the ultimate authority over the aggregation and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the aggregation. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the aggregation of Lunenburg in particular. And they can attend meetings to express their views. (Also see Consumer buying power at Level Six below.)

##### **Level Two: Board of Selectmen**

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

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

The Town Manager carries out the collective decisions and instructions of the Board of Selectmen and consumers.



## **2.3 Programs of the Plan**

The Town offers one program to achieve its goals: the Town of Lunenburg Community Choice Aggregation. In addition, the Plan provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Community Choice Aggregation Program is designed to offer competitive choice to consumers, and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a power supplier for firm, all-requirements service. The contract runs for a fixed term. The process of supply contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Town Manager for approval. And lastly, individual consumers may opt out of the program, and select Basic Service from Unitil or supply from any other supplier they wish at anytime before or following their enrollment in the Town's Community Choice Aggregation Program (See section 4.1.7 for more detailed information on the opt-out process.) No individual consumer is required to receive service under the Town's contract.

## **2.4 Staffing and Manpower for Programs**

The operations necessary to plan, deliver, and manage the Town's program include: 1) technical analysis; 2) competitive procurement of services; 3) regulatory approvals; 4) accounting and fiscal management; 5) contract maintenance; 6) communications; 7) program coordination, and; 8) administrative support for the Community Choice Aggregation Program. The Town intends to utilize CPG as the professional, technical, and legal consultants to operate the program. CPG is a licensed broker of electricity in Massachusetts. CPG has experience designing, implementing and administering the opt-out aggregation program in place in Marlborough, MA and under development in Lanesborough, MA and Ashland, MA. CPG will be responsible for monitoring all aspects of the aggregation plan and any resulting contractual agreements, including but not limited to monitoring and reporting on compliance with all contract terms and conditions; resolution of contract issues; implementation of the "opt-out" process for customers; participation in negotiations with the distribution company serving the Town as it relates to the implementation of the aggregation program; preparation of reports on the aggregation program, as directed; and routine updates and attendance at meetings with the Town Manager and Board of Selectmen.

The Community Choice Aggregation Program has been developed on behalf of the Town by CPG. Once a contract for power supply has been secured by CPG, CPG will administer the Community Choice Aggregation Program.

CPG will undertake negotiations with Competitive Suppliers and provide representation at the state level as needed, at the direction of the Town Manager and Board of Selectmen. The terms and conditions of any contract for power supply are subject to review by the Town

Supplier Service Agreement with Fitchburg Gas and Electric Light Company d/b/a Unitil before service can commence to any Participating Consumer under the Community Choice Power Supply Program. All EDI testing between the Supplier and Unitil also must be completed before service can commence to any Participating Consumer under this Program. Further, nothing in the Community Choice Power Supply Program, nor its contract with the Town, shall abrogate the Competitive Supplier's responsibilities and adherence to the Fitchburg Gas and Electric Light Company's Terms and Conditions for Competitive Suppliers.

#### **4.1.2 DPU Approval of Plan**

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

#### **4.1.3 Signing of Power Supply Contract by the Board of Selectmen and Town Manager**

With the signing of the contract by the Town Manager, the terms and conditions in the contract will be utilized for service for Eligible Consumers within the municipal boundaries of Lunenburg, except for those consumers who have selected a competitive supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those consumers who affirmatively opt out of the program. In addition, all Eligible Consumers relocating to the area will be enrolled in the Town's Community Choice Aggregation Program one month after their delivery account is set up with Unitil, unless they choose another supplier, or opt-out following activation of service.

The Town shall file with the DPU, DOER, and Inspector General, within 15 days of signing by the Board of Selectmen and Town Manager, the signed power supply contract and a report detailing the process used to execute the contract.

#### **4.1.4 Notification of Consumers**

Following approval of the contract by the Town, the Supplier shall undertake notification of all Eligible Consumers on Basic Service to be enrolled prior to enrollment. The Town may also generally notify all consumers receiving competitive service in Lunenburg of their eligibility to receive power from the Town's supplier. The process of Notification shall be multi-layered: 1) a mailing to be mailed by the Supplier; 2) newspaper notices; 3) public service announcements; 4) posting of notices in Town Hall. Unitil reserves the right to include bill messages pertaining to the Community Choice Aggregation Program. All notification expenses shall be borne by the Supplier.

Prior to enrollment, this notification shall: 1) inform consumers they have the right to opt out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service; 2) prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of Unitil's Basic Service; 3) explain how to opt out; 4) provide written notification that no charges associated with the opt-out will be made by the Supplier.

#### **4.1.7 Customer Opt-Out**

Eligible Consumers may opt out of service from the Town's Community Choice Aggregation Program at no charge either in advance of service start up deadlines or at anytime after the first day of service. Customers who seek to return to Basic Service should provide notice to the supplier and/or Unitil five (5) or more business days before the next scheduled meter read date. Participating Residential customers will be transferred to Basic Service in two (2) business days. Participating Commercial and Industrial customers will be transferred to Basic Service after their next meter read date provided the meter read date is at least two (2) days after Unitil is notified of the transfer. There shall be no charge for returning to Basic Service in this manner. Further opportunities for customer opt-out may be negotiated by the Town and the competitive power supplier and included in the terms of the contract presented to the Board of Selectmen, the Town Manager, and made part of the public information offered to each consumer.

#### **4.2 Termination of the Power Supply Program**

The Community Choice Aggregation program may be terminated in two ways:

- 1) Upon the termination or expiration of the power supply contract without any extension, renewal, or subsequent supply contract being negotiated;
- 2) At the decision of the Board of Selectmen and Town Manager to dissolve the Community Choice Aggregation Program.

Each individual customer receiving power supply service under the Town's Community Choice Aggregation Program will receive notification of termination of the program ninety (90) days prior to such termination.

In the event of contract termination, consumers would return to Unitil's Basic Service or choose a competitive supplier.

#### **5.0 METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES**

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

<u>Delivery Services</u>						
Customer Charge						\$ 5.29
Distribution Charge	\$.05387	X	500	KWH		\$26.94
Transition Charge	\$.02751	X	500	KWH		\$13.76
Transmission Charge	\$.01733	X	500	KWH		\$ 8.67
Energy Conservation Charge	\$.00250	X	500	KWH		\$ 1.25
Renewable Energy	\$.00050	X	500	KWH		\$ .25
<b>Total Delivery Services</b>						<b>\$56.16</b>
<u>Supplier Services</u>						
Generation Charge						
Basic Service-Fixed	\$.07534	X	500	KWH		\$37.67
<b>Total Cost of Electricity</b>						<b>\$37.67</b>
<b>Total Current Balance</b>						<b>\$93.83</b>

## 7.0 UNIVERSAL ACCESS

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

Unitil concerning specific or general problems related to quality and reliability of transmission and distribution service in Lunenburg.

## **10.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS**

### **10.1 Rights**

All Community Choice Power Supply Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the DPU, problems related to billing or service shall be directed to the appropriate parties. All program participants shall also enjoy the individual right to decline participation in the Town's Community Choice Aggregation Program as noted in the description of the "opt-out" in section 4.1.7 above.

### **10.2 Responsibilities**

All Community Choice Power Supply Program participants shall meet all standards and responsibilities required by the DPU, including payment of billings and access to essential metering and other equipment to carry out utility operations. Nothing in this Community Choice Power Supply Program shall abrogate the utility's responsibilities as defined in its General Terms and Conditions for Distribution Service nor shall it abrogate the Participating Consumer's responsibilities under the same General Terms and Conditions for Distribution Service.

## **11.0 THE CONSEQUENCES OF AGGREGATION**

Municipal aggregation functions under the restrictions of state law and carries a range of results and consequences:

### **11.1 Consumer Option to Participate in Competitive Market**

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

### **11.2 Consumer Ability to Opt Out and Choose Another Supplier**

Because the law guarantees the right to opt out, including the right to choose Basic Service at no charge, all Eligible Consumers have the right to select a supplier other than the one chosen by the Town Manager and Board of Selectmen.