

AGENDA ITEM 8d

Authorizing the execution of an amendment to an agreement for a grant, from the United States Department of Housing and Urban Development, to the Barnstable County Human Services for Continuum of Care (CoC) Homeless Management Information Systems (HMIS), in the amount of \$59,646.55, for the period of September 1, 2018 through August 31, 2019, extending the term of the Grant through December 31, 2019



U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

CPD website: <http://www.hud.gov/offices/cpd/communitydevelopment/index.cfm>

AUG - 7 2019

Ms. Elizabeth Albert
Director
Barnstable County Dept. of Human Svcs.
3195 Main Street, P.O. Box 427
Barnstable, MA 02630

Dear Ms. Albert:

Subject: Transmittal of Amendment to Extend FY2017 Continuum of Care Homeless Assistance Grant

Project Name: HMIS Expansion

Project Number: MA0558L1T031701

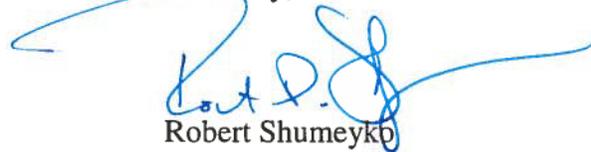
We are in receipt of your letter dated August 2, 2019 that requests an extension for grant number MA0558L1T031701. As stated in your letter, the County is requesting an extension in order to utilize the funds to incorporate Coordinated Entry into the HMIS software. The request is reasonable, and the extension is granted.

Enclosed are two copies of the Amendment to the Grant Agreement. Please sign and date two copies and return one (1) to this office.

Upon execution of the amendment, the HMIS Expansion grant will be extended through December 31, 2019.

Please contact Samantha Graves, CPD Representative, at (617) 994-8353 if you have any questions.

Sincerely,



Robert Shumeyko
Director

Tax ID #: 04-6001419
Project Location: Barnstable County
Grant Number: MA0558L1T031701
Effective Date: 07/6/2018
DUNS #: 076612407

AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Barnstable County (the Recipient), of 3195 Main Street, P.O. Box 427, Barnstable, MA 02630.

RECITALS

1. HUD and the Recipient entered into a Grant Agreement dated July 16, 2018, having Grant No. MA0558L1T031701 (the Grant Agreement), as amended on December 1, 2018.
2. HUD and the Recipient desire to extend the term of the Grant through December 31, 2019.

AGREEMENTS

1. The Grant Agreement is hereby amended by extending the term through **December 31, 2019**, during which period Recipient shall continue to carry out the activities described in the Grant Agreement.
2. All other provisions of the Grant Agreement remain unamended.

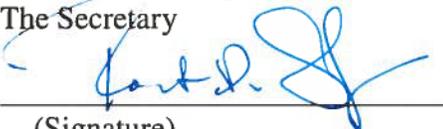
The Grant Agreement is hereby amended as follows:

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution

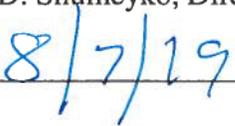
hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

UNITED STATES OF AMERICA
Department of Housing and Urban Development
By: The Secretary

By: 

(Signature)

Robert D. Shumeyko, Director


(Date)

RECIPIENT

By: _____

Ronald Bergstrom, Mary Pat Flynn and Ronald Beaty, County Commissioners
Typed Name and Title of Authorized Official

(Date)



Requester

Request Date	08/12/19 01:29 PM
Department	Human Services
Submitted by	Quan Tobey
Requester Email	quan.tobey@barnstablecounty.org
Department Director	Beth Albert
Department Director Email	balbert@barnstablecounty.org
No. of Additional Staff Emails	2
Additional Staff #1 Name	Maria Silva
Additional Staff #1 Email	maria.silva@barnstablecounty.org
Additional Staff #2 Name	Julie Ferguson
Additional Staff #2 Email	jferguson@barnstablecounty.org

Request Type

Approval Type	County Commissioners
Requested Meeting Date	08/21/19
Request Type	Contract Amendment
Vendor Type	Other Entity
Vendor	U.S. Department of Housing and Urban Development
Vendor Abbreviation	HUD
MUNIS Vendor ID No.	25837
Additional Identifier	Contract # MA0558L1T031701

Fiscal Information

Grant Funded	Yes Fund Established
Grant Name	CoC HMIS Expansion

Fund	Fund #2836; Project #3025
Request Amount Type	No funds expended or received
Total Needs Action Amount	0.00

Performance Period

Period Type	Time Period
Period Begins	01/02/19
Period Ends	12/31/19

Summary of Request

Brief Summary of request	<p>Requesting a no-cost extension to the CoC HMIS Expansion grant, extending the close date from 8/31/19 to 12/31/19.</p> <p>The Human Services Department was chosen as recipient to take this grant over from the Housing Assistance Corporation, who was the original recipient of this funding. A large amount of funding remained on this contract when it was agreed to by the County Commissioners on 1/2/19 and not enough time remained under the current grant terms to spend the money down appropriately. For this reason, on 8/7/19 the U.S. Dept. of Housing and Urban Development agreed to a no-cost extension request from the Human Services Department, with a new end date of 12/31/19 for the contract.</p> <p>If agreeable to the extension, please sign and date two copies of the contract in blue ink. Thank you.</p>
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Town Services Information

Towns Serviced	Not Applicable (N/A)
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Documents

Initial Document Submission	https://s3.amazonaws.com/files.formstack.com/uploads/3109542/65921485/528305600/65921485_2836_fy20_coc_hmis_expansion_no-cost_extension_contract_partially_executed.pdf
original signatures to follow?	Yes
# of signature page sets for return	2



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, 5th Floor
Boston, Massachusetts 02222-1092
Telephone (617) 994-8357
Fax (617) 565-5442

New England

Mr. Walter Phinney, COO
Housing Assistance Corporation
460 West Main St.
Hyannis, MA 02601

DEC - 4 2018

Dear Mr. Phinney:

Subject: Amendment to Grant Number MA0558L1T031701
Change of Recipient

The purpose of this letter is to approve the request submitted by Housing Assistance Corporation and Barnstable County to amend the above referenced project. The amendment will transfer the grant from Housing Assistance Corp. to the County.

Enclosed are three copies of the amendment. Please follow the steps below to process the amendment:

1. Have the authorized representative of your organization sign three copies of the amendment.
2. Send all three copies to Elizabeth Albert, Director, at 319 Main Street, P.O. Box 427, Barnstable, MA 02630.
3. Once the County has executed the agreement, it should be scanned and sent to Samantha.Graves@hud.gov.
4. Hard copies should be mailed to the Office of Planning and Development, 10 Causeway Street, Room 535, Boston, MA 02222 within 10 days from the date of this letter.

Thank you for your continued cooperation. If we can offer any further assistance, please contact Samantha Graves, CPD Representative, at (617) 994-8353.

Sincerely,


Robert Shumeyko
Director

Cc: Elizabeth Albert, Director, Barnstable County Dept. of Human Services

Tax ID #: 23-7431255
Project Location: Cape and Islands CoC
Grant Number: MA0558LIT031701
Effective Date: December 1, 2018
DUNS #: 088976378

AMENDMENT TO THE CONTINUUM OF CARE GRANT AGREEMENT

This Amendment to Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and *Housing Assistance Corporation* (the Recipient), of *460 West Main Street, Hyannis, MA 02601* and *Barnstable County*, (the Replacement Recipient), of *3195 Main Street, P.O. Box 427, Barnstable, MA 02630*, with a Tax ID of *04-6001419* and a DUNS of *076612407*.

RECITALS

1. HUD and the Recipient entered into a Grant Agreement dated *July 6, 2018*, having Grant No. *MA0558LIT031701* (the Grant Agreement).
2. The Recipient no longer will continue to be the Recipient of the Grant Agreement because *Barnstable County will serve as the HMIS lead for the CoC*.
3. The Replacement Recipient has submitted evidence acceptable to HUD that the Replacement Recipient is eligible to be a recipient of a Continuum of Care program grant and meets the capacity criteria in the (insert the one of these that is applicable: Notice Of Funding Availability under which the grant was awarded, or the most recent Notice of Funding Availability).
4. The Replacement Recipient has submitted to HUD all required Application documents and certifications; and all required Technical Submission documents, including certifications, assurances, information and documentation required to meet any conditions, which HUD has approved.
5. HUD has determined the Replacement Recipient should assume the obligations of Recipient for the remainder of the term of the Grant Agreement.
6. The parties are desirous of amending the Grant Agreement to change the recipient.

AGREEMENTS

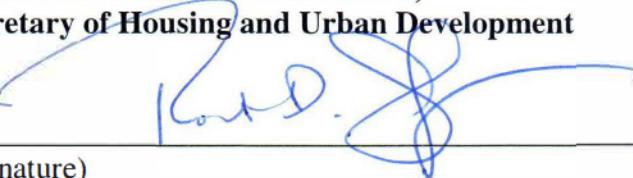
The Grant Agreement is hereby amended as follows:

1. The Recipient is hereby removed as recipient and replaced with the Replacement Recipient.
2. The definition of the term "Application" is amended to include all certifications and documents submitted by the Replacement Recipient to HUD, on the basis of which HUD approved replacing the Recipient with the Replacement Recipient.
3. Notices to the Replacement Recipient shall be directed to (insert name, address and email address of the Replacement Recipient official contact person).

This Amendment to Grant Agreement constitutes the entire agreement of the parties as to amendment of the Grant Agreement and will become effective only upon the execution hereof by all parties. The remaining terms of the Grant Agreement remain in full force and effect.

The parties, on the dates set forth below their respective signatures, hereby execute this Amendment to Grant Agreement, as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By: 

(Signature)

Robert Shumeyko, Director

(Typed Name and Title)

11/30/18

(Date)

RECIPIENT

Housing Assistance Corporation

(Name of Organization)

By: 

(Signature of Authorized Official)

Alisa Magnotta Galazzi, CEO

(Typed Name and Title of Authorized Official)

(Date)

REPLACEMENT RECIPIENT

Barnstable County
(Name of Organization)

By: 

Ronald Bergstrom, Mary Pat Flynn and Ron Beaty, County
Commissioners (Typed Name and Title of Authorized Official)

01/02/19
(Date)

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the second day of January, A.D. 2019, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to authorize the execution of an amendment to an agreement for a grant, from the United States Department of Housing and Urban Development to the Housing Assistance Corporation, transferring the balance of its Continuum of Care Homeless Management Information Systems contract, in the amount of \$59,646.55 for the period of September 1, 2018 through August 31, 2019, to the Barnstable County Human Services Department, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, January 3, 2018


Barnstable County Regional Clerk



AGENDA ITEM 8e

Authorizing the award of a contract to B&B Electric for On Call Electrical Maintenance and Repair for the period of August 15, 2019 through June 30, 2020, with the option to renew for one (1) additional year

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

August 21, 2019

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids (#7886) for On Call Electrical Maintenance and Repair for the period of August 15, 2019 through June 30, 2020, with the option to renew for one additional year.

Three bids were received. Please award the bid to B&B Electric as the responsive, responsible bidder offering the lowest price as highlighted on the attached bid tabulation sheet.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Ronald Bergstrom

Date

COUNTY OF BARNSTABLE

BID NAME: On Call Electrician
 DATE: Tuesday, August 13, 2019

VENDOR NAME	CERTIFICATE	BID BOND	PRICE PER HOUR	AFTER HOURS WEEKEND RATES	MATERIAL COST %
<i>Bayride Electrical</i>	✓	<i>268777 CL Coop.</i>	130.	175.	-
<i>Mobo Utility</i>	✓	✓	237.00	315.00	15%
<i>B x B Electric</i>	✓	✓	60.00	60.00	15%

Witnessed by: *Clare Law*
 Chief Procurement Officer: *[Signature]*
 Date to Treasurer's Vault: _____

AGENDA ITEM 8f

Authorizing the execution of a contract with Direct Energy Business Marketing, LLC to provide natural gas at a fixed market rate for the period of October 31, 2019 through October 31, 2023

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

August 22, 2019

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Natural Gas Contract Execution – Direct Energy

The purpose of this contract is to lock in a long-term contract price (basis + commodity/NYMEX) for Natural Gas. This approach gives us price certainty and budget certainty (subject to consumption). The pricing is at a 5-year low, so this is a great opportunity for the county.

Natural Gas is exempt from MA bidding requirements. Our current contract for Natural Gas expires at the end of October 2019.

Thank you.

**PowerOptions Gas Group Purchasing Program 2019-2023- Participant Agreement - SUPPLIER: Direct Energy Business Marketing, LLC
Attachment 1 to Exhibit A (Pricing Confirmation)**

Page 1 of this Pricing Confirmation establishes prices only for each account listed on Page 2 of this Pricing Confirmation. All accounts on this Pricing Confirmation sheet are priced the same. Pricing for additional terms within the Agreement for these accounts will be added with additional Pricing Confirmations.

Participant (Pg 1 of Agreement): Barnstable County	Colonial Gas	Exhibit A, Att. 1 Pg.1/Pg. 2 REF:
For Reference: Date Agreement ends: 10/31/2023	Pipeline: Algonquin	Capacity Assigned: Both

Start Date	End Date	Basis \$/Dth	NYMEX \$/Dth	Fixed \$/Dth	% of Load	Swing Choice: 0% or 10% Type: Monthly or Daily	Basis Premium/Discount adders \$/Dth
11/1/2019	10/31/2023	\$ 3.470	\$ 2.550	\$ 6.020	N/A	N/A	N/A

1- Qualifying Participants (>10,000 dth/mo.) may confirm commodity pricing in increments of not less than one-third of a month's requirements. Use additional sheets.
 2-Buyer shall pay the prices shown above for quantities delivered to each Account's Delivery Point, including the amount of gas required by the LDC under its tariff for fuel use and losses, plus costs incurred for transportation on the LDC gas systems, if paid by Seller, plus any applicable adjustments pursuant to the "Contract Price" provision of this Agreement. Refer to Exhibit A for Swing Pricing if selected above. If swing pricing not selected, than Full Plant Requirement is applicable. To the extent this Pricing Confirmation (Exhibit A, Attachment 1), conflicts with any Pricing Confirmation signed prior to the date set forth below for the same Account(s), it supersedes such prior Pricing Confirmation. The parties have caused this Exhibit A to be executed by their duly authorized representatives.

BUYER: Barnstable County

Direct Energy Business Marketing, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PowerOptions Gas Group Purchasing Program 2019-2023 Participant Agreement - SUPPLIER: Direct Energy Business Marketing, LLC

Attachment 1 to Exhibit A (Pricing Confirmation)

Each account listed below is included in the Agreement. Prepare separate Attachment 1 for each 1) Local Distribution Company, 2) Pipeline, 3) Service Type (capacity assigned, or no capacity assigned) and, 4) separately priced Accounts or groups of Accounts. Link Pg. 1 and Pg. 2 by reference, below at right. Include a copy of a recent LDC bill for each account. All accounts on each Pricing Confirmation sheet are priced the same.

Participant (Pg 1 of Agreement):	Barnstable County	Colonial Gas	Exhibit A, Att. 1 Pg.1/Pg. 2 REF:
For Reference, Date Agreement ends:	10/31/2023	Pipeline:	Algonquin
		Capacity Assigned:	Both

Account Information							
LDC Account Number	Capacity Assignment (if appl.)	LDC Rate Class	Service Address	City (State=MA)	Zip	Meter No.	Sales Tax Exempt (y/n)
1	5531413600	12.9816	G-41	237 Rock Harbor Rd.	Orleans	02653	
2	5471617270	1.1416	G-41	3195 Main St.	Barnstable	02630	
3	5471617260	14.9164	G-41	3195 Main St.	Barnstable	02630	
4	5471617280	1.9545	G-41	3195 Main St.	Barnstable	02630	
5	5471618340	20.6516	G-42	3195 Main St.	Barnstable	02630	
6	5471616570	2.151	G-41	3225 Main St.	Barnstable	02630	
7	5471616990	0.2116	G-41	3225 Main St.	Barnstable	02630	
8	5471618312	5.2681	G-41	3195 Main St	Barnstable	02630	
9	5471617310	1.7336	G-41	3195 Main St	Barnstable	02630	
10	5471617300		G-41	3195 Main St.	Barnstable	02630	
11	5471617330	0.0213	G-41	3195 Main Street	Barnstable	02630	
12	5471617340	1.7336	G-51	397 Main St.	Barnstable	02630	
13							
14							
15							

Summary of Recent Year's Monthly Usage for Accounts on this Pricing Confirmation (in Dth)								
January	1,615	April	844	July	75	October	294	TOTAL ANNUAL USAGE 8,429
February	1,451	May	276	August	76	November	898	
March	1,332	June	82	September	89	December	1,397	

Notes: 1- Sales Tax exemption certificates must be provided or taxes will be billed to the Account. Buyer shall pay the prices shown on Page 1 for quantities delivered to each Account's Delivery Point, including the amount of gas required by the LDC under its tariff and losses, plus costs incurred for transportation on the LDC gas systems, if paid by Seller, plus any applicable adjustments pursuant to the "Contract Price" provision of the Agreement. To the extent this Pricing Confirmation (Exhibit A, Attachment 1), conflicts with any Pricing Confirmation signed prior to the date set forth below for the same Account(s), it supersedes such prior Pricing Confirmation. The parties have caused this Exhibit B to be executed by their duly authorized representatives.

BUYER Barnstable County
Signature: _____
Print Name: _____
Title: _____
Date: _____

Direct Energy Business Marketing, LLC
Signature: _____
Print Name: _____
Title: _____
Date: _____

This Agreement, inclusive of all Exhibits, contains the entire agreement between the Parties and there are no prior or contemporaneous, written or oral, promises, representations, agreements or warranties affecting it.

**DIRECT ENERGY BUSINESS
MARKETING, LLC**

BARNSTABLE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NATURAL GAS PARTICIPANT AGREEMENT FOR POWEROPTIONS® MEMBERS

Contract Number:

BUYER:			SUPPLIER:		
BARNSTABLE COUNTY			DIRECT ENERGY BUSINESS MARKETING, LLC		
P.O. Box 427			194 Wood Avenue South		
Barnstable, MA 02630			Iselin, NJ 08830		
Contact	Phone	Fax	Sales Manager	Phone	Fax
Elaine Davis	508-375-6603		<u>Erik Everton</u>	<u>508-838-6406</u>	<u>888-309-5211</u>

<i>Local Distribution Company ("LDC")</i>	See Exhibit B
LDC Transportation Rate Class	See Exhibit B
<i>Other LDC Services to be Elected</i>	See Exhibit B
<i>Delivery Point(s)</i>	The interconnection between LDC and Exhibit B
<i>Business Meter(s)</i>	See Exhibit B
<i>Sales Tax Exempt Number</i>	

This Firm Natural Gas Participant Agreement for PowerOptions® Members (the "Agreement") is made and entered into as of this 21st day of August 2019 (the "Effective Date") by and between Direct Energy Business Marketing, LLC ("Supplier"), a Delaware limited liability corporation with offices located at 194 Wood Avenue South, Iselin, NJ 08830 and Barnstable County, ("Participant" or "Buyer") with offices located at PO Box 427, Barnstable, MA 02630. Supplier and Buyer are individually referred to herein as a "Party" and collectively as the "Parties."

Background

- A. Participant is a member in good standing of the PowerOptions® Program organized by PowerOptions, Inc., ("PowerOptions"), a non-profit corporation organized under the laws of the Commonwealth of Massachusetts and section 501(c)(4) of the Internal Revenue Code. PowerOptions organized and administers the PowerOptions® Program to help its members purchase energy products and energy-related services for facilities they own and/or operate.
- B. Supplier and PowerOptions have entered into the PowerOptions Natural Gas Program Agreement dated June 18, 2018, governing the terms and conditions of Supplier's participation in the PowerOptions® Program (the "Program Agreement").
- C. Participant desires to procure natural gas from Supplier and Supplier desires to sell natural gas on the terms and conditions described herein.

Table of Contents

1. SALE OF GAS.....3
2. TERM..... 3
3. PROVISION OF DATA; CREDIT 3
4. CONTRACT PRICE.....4
5. NOMINATIONS, PENALTIES AND BALANCING..... 8
6. AGENCY..... 8
7. BILLING AND PAYMENT; DROPPED ACCOUNTS..... 8
8. TAXES AND ROYALTIES..... 9
9. MEASUREMENT..... 10
10. TITLE TO GAS, INDEMNITY AND WARRANTY..... 10
11. QUALITY AND PRESSURE..... 10
12. FORCE MAJEURE..... 10
13. CUSTOMER SERVICE..... 10
14. GOVERNING LAW; VENUE..... 11
15. DEFAULT AND TERMINATION..... 11
16. ULTIMATE GUARANTEE..... 12
17. THIRD-PARTY BENEFICIARIES..... 13
18. EQUAL EMPLOYMENT OPPORTUNITY..... 13
19. CONFIDENTIALITY..... 13
20. ASSIGNMENT..... 13
21. NOTICES..... 13
22. LIMITATION OF LIABILITY..... 13
23. REPRESENTATIONS AND WARRANTIES..... 14
24. WAIVER AND AMENDMENT..... 14
25. MISCELLANEOUS..... 14
SIGNATURE PAGE.....15

Exhibits

- Exhibit A - Firm Natural Gas Sales Agreement Pricing
Attachment 1 to Exhibit A – Form of Pricing Confirmation
- Exhibit B - Form of Authorization Letter
- Exhibit C - Parent Guarantee
- Exhibit D - Natural Gas PRiME Program
- Exhibit E - Natural Gas Managed Product
- Exhibit F - Gas Recall Incentive Form
- Exhibit G - Terms of Service

1. SALE OF GAS: Supplier agrees to sell and deliver on a 365-day, primary firm basis to the Delivery Point(s) for Buyer's account and Buyer agrees to purchase and cause to be received from Supplier, natural gas sufficient (including an amount sufficient to cover the LDC's tariff provision for natural gas used or retained, lost and/or unaccounted for by the LDC in conjunction with transportation from the Delivery Point(s) to the Buyer's facilities) to provide the Buyer with firm full requirements service under the terms hereof during the term of this Agreement. An account ("Account") is as defined by the relevant LDC and identified in the relevant version of Attachment 1 to Exhibit A (the "Pricing Confirmation") (including any Successor Account to such Account and any additional Account(s) served hereunder in accordance with Section 25)), and any mutually agreed upon amendments thereto, and includes all meters with respect to any such account (each, a "Meter").

2. TERM: This Agreement shall be effective from the Effective Date until October 31, 2023 but in no event shall the term hereof extend beyond October 31, 2023 (the "Term"). Notwithstanding the foregoing, with respect to each Account of Buyer, the Term of this Agreement may remain in effect until the first date after October 31, 2023 that the meter(s) with respect to such Account(s) is (are) read by the relevant LDC.

3. PROVISION OF DATA; CREDIT:

(a) Provision of Data. By executing this Agreement and a letter in the form attached hereto as Exhibit B, Buyer authorizes its LDC(s) to provide Supplier and authorizes Supplier to provide to PowerOptions, Inc., subject to Section 19, the following data with respect to Buyer: historical consumption and load data; payment and credit history; types of service; meter readings; and any other information relevant to Buyer's current LDC(s) Account(s), which is available to Buyer consistent with any law or regulation. If necessary, Buyer shall directly request such information from its LDC(s) using a letter substantially in the form attached hereto as Exhibit B, and shall promptly relay to Supplier all such data received. Buyer shall not be responsible for fees, if any, charged by its LDC(s) for the LDC's provision of such data.

(b) Credit Provisions Applicable to Potential Buyers. Within five (5) Business Days (a "Business Day" is any weekday other than a day which is defined as a holiday by the New York Mercantile Exchange ("NYMEX") or any successor organization thereto) of Seller's receipt of Buyer's submittal of (i) a completed and signed version of Exhibit B, Form of Authorization Letter, and (ii) a Pricing Confirmation completed with respect to the descriptive information for at least one Account, including, with respect to such account, a copy of an LDC invoice dated within forty-five (45) days, and if the credit of Buyer does not meet Seller's reasonable standards and the most recent aggregate annual usage of Buyer's Accounts is greater than 5,000 decatherms, Supplier may, at its option, exercised by written notice within such five (5) Business Day period (which may be made by e-mail), request Buyer to provide Supplier with commercially reasonable credit assurance as a condition of effectuating the Agreement. Such credit assurance may consist, in Supplier's discretion, of the provision of an interest bearing deposit, letter of credit, parental guarantee or other means acceptable to Supplier ("Credit Assurance"). The amount of Credit Assurance requested by Seller will not exceed ninety (90) days of total contract exposure. The interest rate applicable to any Credit Assurance which is in the form of a cash deposit shall be equal to the customer deposit interest rate for LDCs approved by the Massachusetts Department of Public Utilities ("MDPU") from time to time. If Buyer does not provide Credit Assurance to Supplier within five (5) Business Days of Supplier's request for same, Supplier may, by notice delivered within such five (5) Business Day period, decline to provide service until Credit Assurance is provided to the satisfaction of Supplier.

(c) Credit Provisions Applicable to Existing Buyers.

(i) If Buyer is rated by either Standard & Poor's ("S&P") or Moody's, in the event that Buyer's S&P or Moody's Sr. Unsecured or Underlying rating were to fall below BBB- or Baa3, respectively, at any time during the Term of this Agreement, Supplier may request Credit Assurance. The amount of Credit Assurance requested by Seller will not exceed ninety (90) days of total contract exposure. Buyer shall provide such Credit Assurance within five (5) Business Days of such request.

(ii) If Buyer is not rated by either S&P or Moody's, if at any time during the Term of this Agreement, Supplier has Good Faith Credit Concerns (defined below) regarding Buyer, Buyer shall promptly provide to Supplier all reasonably requested documentation necessary for Supplier to obtain an accurate overview of Buyer's ability to continue to perform under this Agreement. If Supplier is not reasonably satisfied regarding Buyer's continued ability to perform following such review, Supplier may request that Buyer provide Credit Assurance(s) with respect to the Account(s) for which the Good Faith Credit Concerns arose. The amount of Credit Assurance requested by Seller will not exceed seventy (70) days of total contract exposure. Buyer shall provide such Credit Assurance(s) within five (5) Business Days, failing which, the Supplier may terminate this Agreement. Upon termination of this Agreement for any reason, any amounts paid as Credit Assurance by Buyer pursuant to this Section with respect to affected Accounts, including any accrued interest thereon (if applicable), shall be returned to Buyer within thirty (30) days of the date of termination, but only to the extent that such amounts have not been properly drawn upon by Supplier in respect of amounts owed by Buyer to Supplier pursuant to this Agreement.

For purposes of this Agreement, "Good Faith Credit Concerns" shall mean that Supplier has reasonable, objective commercial grounds for insecurity regarding Buyer's ability to perform all of its outstanding obligations under this Agreement including but not limited to a previous default, other than with respect to amounts escrowed by Buyer in connection with a good faith billing dispute.

(d) Unless an Event of Default with respect to Buyer exists, Buyer may add additional Accounts to this Agreement from time to time by submitting additional executed forms of Exhibits A, Attachment 1 and such additional Accounts shall be subject to the credit provisions set forth in this Section 3.

4. CONTRACT PRICE:

(a) Participant shall select from one of the following contract price options:

(i) Fixed Basis and Commodity Contract Pricing Option:

Fixed basis price and commodity price (respectively "Basis Price" and "Commodity Contract Price", and together a "Contract Price") for the natural gas to be sold and purchased hereunder for a specific period ("Supply Period") within the Term of this Agreement shall be set forth in an executed version of the Pricing Confirmation, and unless otherwise specified, shall be applicable to all usage in each month for the respective Accounts. Supplier shall be responsible for all taxes and royalties relating to the production, transportation or sale of natural gas through the Delivery Point; provided, that if the Contract Price set forth in a Pricing Confirmation does not include sales tax, Supplier may increase the Contract Price to the extent necessary to cover federal, state or local sales taxes.

(ii) Indexed Price Option:

For natural gas to be sold and purchased hereunder for a specific period ("Supply Term Period") within the Term of this Agreement, if an Indexed Price Option shall be selected in an executed version of the Pricing Confirmation, unless otherwise specified, it shall be applicable to all usage in each month for the respective Accounts. The Contract Price for Accounts under this option will be the

Gas Daily -Daily Price Survey Midpoint Index plus the Basis Premium, as defined in the executed Price Confirmation for all natural gas consumed daily. Supplier shall be responsible for all taxes and royalties relating to the production, transportation or sale of natural gas through the Delivery Point; provided, that if the Contract Price set forth in a Pricing Confirmation does not include sales tax, Supplier may increase the Contract Price to the extent necessary to cover federal, state or local sales taxes.

Buyer will be required to select the 0% Swing Option, must be daily metered, and only Accounts without a capacity assignment from an LDC will be eligible for this price option.

(iii) Combined Indexed Price and Fixed Basis and Commodity Contract Pricing Option:

A Buyer may amend the Indexed Price Option no more than 3 times to purchase a percentage of their Contract Monthly Volume (as defined in the executed Price Confirmation) under the Fixed Basis and Commodity Contract Pricing Option with the balance of the Contract Monthly Volume remaining under the Indexed Price Option.

The portion of the Contract Monthly Volume where Buyer has executed a fixed Commodity Contract Price cannot exceed the portion of the Contract Monthly Volume with a fixed Basis Price.

Buyer will be required to select the 0% Swing Option, must be daily metered, and only Accounts without a capacity assignment from an LDC will be eligible for this price option.

(iv) Swing Options:

Buyer may request a fixed Contract Price to be applicable to a specified monthly usage volume ("Contract Quantity" or "Benchmark Quantity") with usage variances from such stated quantities being priced using market prices or indices. The Swing Option, if any, shall be designated on the Pricing Confirmation.

The Swing Pricing Options a Buyer may request are +/- 10% from the Contract Quantity, +/- 0% from the Contract Quantity, or Daily Based Swing, or Monthly Based Swing, each as defined in Exhibit A.

(v) PRiME Commodity Contract Price Option:

Accounts are eligible for the PRiME Program for a structured approach to buying NYMEX natural gas commodity as defined in Exhibit A. Prior to initial execution of the PRiME Commodity Contract Price Option, Supplier and Buyer shall confer about the mechanics of the PRiME program to address the Buyer's risk tolerance and business objective. If Buyer seeks to proceed with the PRiME Commodity Contract Price Option, Buyer must execute a PRiME Amendment in the form attached hereto as Exhibit D.

(vi) Gas Portfolio Option: Buyers 25,000 dth per year and larger are eligible for Gas Portfolio advisory services ("Gas Portfolio") which are meant to assist with NYMEX triggering and other aspects of Buyer's procurement strategy. Gas Portfolio is a consultative energy strategy service and is a supplement to natural gas supply. Supplier will work with Buyer to understand Buyer's energy needs, provide information to Buyer to make informed buying and NYMEX triggering decisions and provide a platform to take action quickly and efficiently. If Buyer seeks to proceed with the Gas Portfolio Option, Buyer must execute a Natural Gas Managed Product in the form attached hereto as Exhibit E.

Gas Portfolio services include the following:

- Consultative support for development and implementation of customized procurement strategies and risk management to support Buyer's natural gas procurement goals and needs.
- Access to natural gas markets.
- Reports that support natural gas procurement, risk management, performance analysis and internal awareness of natural gas costs.
- Access to an energy advisor that specializes in the regional market and who will help Buyer determine a natural gas buying strategy specific to Buyer's needs. The energy advisor will assist with determining the frequency and types of ongoing communication necessary to meet the Buyer's needs such as strategy calls, distribution of market intelligence data and charts that illustrate forward and historical natural gas price trends.
- The following standard reports will be provided:
 - (a) A daily market update;
 - (b) A hedge monitoring report, customized to show current hedge position and NYMEX triggers and cost projections;
 - (c) A price target tracking report that shows all price targets and current market prices levels;
 - (d) Customized reports as needed to support customer 's energy procurement team; and
 - (e) As applicable, all customer reports include benchmarking capability versus index prices, budgets, fixed price alternative, or whatever target has been provided by the customer.

(vii) Natural Gas Recall Option:

Accounts that are capable of burning an alternative fuel are also eligible for the Natural Gas Recall Option which allows the Buyer to switch between the alternative fuel and natural gas to take advantage of the rise and fall of market prices. Prior to initial execution of the Natural Gas Recall Option, Supplier and Buyer shall confer about the mechanics of the program. If Buyer seeks to proceed with the Natural Gas Recall Option, Buyer must execute a Recall Amendment attached hereto as Exhibit F.

(b) If any Change in Law (defined below) occurs during the term of an executed Pricing Confirmation, then, subject to prior written approval by PowerOptions (such approval shall not be unreasonably withheld), Supplier may pass through to Buyer some or all of the incremental third-party costs or credits Supplier reasonably incurs to supply natural gas a result of such Change in Law, but only to the extent such costs or credits are (a) directly related to supplying natural gas to Buyer's Accounts which are the subject of such Pricing Confirmation and (b) are incurred in, and relate to, a period thirty (30) days or more following written notice of such Change in Law to Buyer (with a copy to PowerOptions) and ending with the expiration of the Pricing Confirmation. All billing of such Change in Law costs or credits with respect to Accounts which are the subject of a Pricing Confirmation shall (a) occur with regular billing with respect to the subject Accounts, (b) be accompanied by documentation reasonably demonstrating that billed costs are eligible to be passed through hereunder and are properly calculated, and (c) be completed with the final regular bill with respect to such Account under such Pricing Confirmation.

"Change in Law" means, as to any Account, a substantial increase or decrease in Supplier's actual costs to supply natural gas pursuant to this Agreement that is caused by (i) a new, higher or lower charge or cost imposed on and payable by Supplier by the Federal Energy Regulatory Commission or its successor, or the LDC in which Buyer is located; (ii) increase or decrease in an existing charge or cost imposed by the Federal Energy Regulatory Commission or its successor, or LDC which was not anticipated at the time of the Agreement; or (iii) a new element of retail full requirements service imposed through law or regulation by the Commonwealth of Massachusetts or the United States.

(c) **Accounts or Meters Without Usage History:** If an Account or associated Meter that is included on an executed version of the Pricing Confirmation, has, at the time of request for a quotation of pricing, been then-recently established and is without sufficient consumption history or other information needed to develop a reasonable usage profile for quotation for the requested period of a Pricing Confirmation, but annual usage is reasonably expected to exceed 10,000 Dth or the Account is daily balancing, the Supplier and Buyer shall develop a mutually acceptable pattern of monthly usage for purposes of pricing the Account for up to one year. Such Account's fixed pricing for said year will, unless otherwise agreed by the Parties, be applicable to the agreed usage amounts, subject to any swing provisions applicable to each relevant period of monthly pricing. To the extent the Account's actual usage levels fall outside the allowance bandwidth, Contract Prices applicable to usage outside the band will be determined as described in Exhibit A for similar Swing Option usage.

(d) **Material Change in Use**

(i) Buyer warrants that it has disclosed or will disclose to Supplier any and all plans to expand or reduce the size of any of its facilities that is a service location ("Facilities") during the Term of this Agreement if such expansion or reduction could reasonably be expected to increase or decrease Buyer's total monthly usage under all of Buyer's Enrolled Accounts (as hereinafter defined) by more than ten percent (10%) in the aggregate.

(ii) In the event that Buyer's annual usage for any Enrolled Account (as defined below) exceeds thirty thousand (30,000) dekatherms during the twelve calendar months preceding this Agreement, and Supplier has initiated delivery of natural gas to Buyer under this Agreement, Buyer shall provide Supplier 90 days advance notice of the following circumstances, each known as a "Material Change in Use":

- (1) Closure of any such Account enrolled with the LDC for supply by Supplier ("Enrolled Account");
- (2) A reduction of usage under any such Enrolled Account to zero consumption without closure of the Account; or
- (3) Any change in use within Buyer's control, such as Facility closings, planned equipment outages or replacements, new buildings or other uses of natural gas or other similar circumstance, including the installation or removal of a power generating facility, co-generation facility, absorption chiller or other non HVAC related process facility.

(iii) Notwithstanding the forgoing, Buyer shall have no liability to Supplier, including for increased supply costs or charges or penalties imposed by relevant market entities directly attributable to a Material Change in Use, exclusive of variations relating to weather effects, to the extent the total usage of natural gas under all Enrolled Accounts of all participants in the PowerOptions program supplied by Supplier does not vary by more than five percent (5%) from the total usage under all Enrolled Accounts of all participants in the PowerOptions program supplied by Supplier for the corresponding month (or if not available, from the total Contract Quantity) in the immediately preceding year, adjusted for variations relating to weather effects.

(iv) In the event there is such a variation in excess of five percent (5%) and Buyer has failed to provide 90 days' notice to Supplier of a Material Change in Use as required in subclause (d)(ii) above, Supplier may charge Buyer the incremental third-party costs or credits Supplier reasonably incurs to supply natural gas as a result of Buyer's change in use. All billing of such costs

shall occur with regular billing with respect to the subject accounts and be accompanied by documentation demonstrating that such costs were actually incurred by Supplier. Such documentation shall include a report based on seller's system of record, showing, at a minimum:

- (1) such Customer's actual usage for the current month; and
- (2) contract quantity for Customer for that month.

Such additional costs or credits for changed usage will be charged as if the Participant's accounts were being served under the Monthly Based Swing equivalent to a "0% Swing" product as detailed under Exhibit A.

5. **NOMINATIONS, PENALTIES AND BALANCING:** All nominations, balancing or similar charges and any penalties relating to transportation of natural gas sold and purchased hereunder to the Delivery Point(s), or from the Delivery Point(s) to the Business Meter(s), shall be the responsibility of Supplier; provided that, at the option of Supplier, if Buyer purchases balancing services on its LDC system as identified by Supplier, Supplier shall be responsible for the cost of such services and shall, at the option of Buyer, either pay such cost directly or deduct such cost from amounts owed by Buyer to Supplier

6. **AGENCY:** By execution of this Agreement, Buyer hereby appoints Supplier to act as its exclusive agent to: (a) manage, nominate and schedule transportation service with the LDC from the Delivery Point(s) to the Business Meter(s) in accordance with applicable LDC transportation tariff and this Agreement; (b) communicate directly with the LDC to balance scheduled and actual receipt and delivery of Buyer's gas pursuant to the applicable LDC transportation tariff and this Agreement; and (c) to do all other things necessary to perform the obligations set forth in Section 1 above. The agency herein created is a limited agency and Supplier's duties are specifically limited to those set forth above and no other rights or duties of any kind or nature are granted to, or imposed on, Supplier. Supplier and Buyer shall take such actions and execute such documents as may be required by Supplier, the LDC and other third parties to enable Supplier to perform hereunder. Supplier shall defend, indemnify and hold Buyer harmless from and against any and all costs, claims, damages, expenses, fees, penalties, suits and/or all actions of any kind, character or nature including reasonable attorneys' fees and court costs, that may arise out of Supplier's acts as agent for Buyer, except for those arising from Buyer's gross negligence or willful misconduct. Supplier shall notify Buyer within five (5) business days if Supplier learns that an Account of Buyer has been removed from Supplier's obligations, other than in connection with the expiration of a Pricing Confirmation. In addition, unless promptly instructed otherwise by Buyer upon learning of such change in supply status, Supplier shall use reasonable efforts to obtain reinstatement of responsibility for the Account's supply and observe the terms applicable to the remainder of its Pricing Confirmation. If a gap in Supplier's obligations extends for more than one billing cycle, the Parties shall implement a reasonable "true-up" to reimburse the Buyer for any difference between the rate for the LDC commodity supply and the rate that would have been charged by Supplier, each as in effect during the affected period.

7. **BILLING AND PAYMENT; DROPPED ACCOUNTS:**

(a) Supplier shall render an invoice each month to Buyer which shall indicate the quantities of gas delivered to Buyer at the Business Meter(s) during the billing cycle as adjusted by any gas allowance imposed by the LDC. If permitted by the LDC, and Buyer and Supplier agree, Supplier shall pay the LDC for all charges and costs of transporting such gas from the Delivery Point(s) to the Business Meter(s) and, subject to Section 1 of this Agreement, shall include such amount in the monthly invoice to Buyer and Buyer shall reimburse Supplier for all such costs paid to the LDC. Such amounts and costs shall not include gas used, retained, lost and/or unaccounted for by the LDC in connection with such transportation. If the actual quantities of gas delivered during the preceding billing cycle

cannot be determined by the invoice date, Supplier shall render an invoice to Buyer for the estimated quantity of gas delivered to the Business Meter(s) based on the best information available to Supplier. Supplier shall make any necessary credits or debits on the next succeeding invoice to reflect actual quantities of gas delivered in the preceding, estimated billing cycle. Buyer shall pay Supplier the invoice amount, less any amounts owed by Supplier to Buyer within thirty (30) days after receipt of the invoice (the "Due Date"). If either Party in good faith disputes any amounts due hereunder, the disputing Party will contact the non-disputing Party promptly and the Parties will negotiate in good faith regarding such dispute for a period of no more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party shall pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. Payment shall be made at the address and in the method of payment designated on the invoice. Overdue amounts under this Agreement shall incur a late payment charge in the manner and at the rate the applicable LDC would be permitted to do so had Buyer been taking natural gas supply from such LDC.

(b) Dropped Accounts

(i) Supplier shall, subject to Section 15, timely take such actions within its reasonable control, including without limitation filing a complete and accurate drop transaction notice with the relevant LDC, as shall be necessary and appropriate in order for Participant to receive Default Service with respect to an Account during any period in which no Contract Price shall be in effect with respect to such Account.

(ii) Supplier shall notify Participant within five (5) Business Days if Supplier learns that an LDC has removed an Account from supply service, other than in connection with the expiration of a Pricing Confirmation. In addition, unless promptly instructed otherwise by Participant upon learning of such change in supply status, Supplier shall use all reasonable efforts to obtain reinstatement of such Account's enrollment and observe the terms applicable to the remainder of its Pricing Confirmation. If a gap in Supplier's enrollment extends more than the first billing cycle due to a failure of Supplier to use reasonable efforts, the Supplier shall reimburse the Participant for any increase in costs associated with a positive difference between the rate for such Default Service and the relevant Contract Price each as in effect during the affected period.

8. **TAXES AND ROYALTIES: Supplier shall pay and shall indemnify, defend and hold Buyer harmless from any claims for any tax or royalty for which Supplier is responsible hereunder including, without limitation, sales, excise and gross receipts taxes applicable to the gas sold hereunder to the Delivery Point(s). Buyer shall pay, and shall indemnify, defend and hold Supplier harmless from any claim for any tax for which Buyer is responsible hereunder including, without limitation, sales, excise and use taxes applicable to the gas sold hereunder that may be imposed at or after the Delivery Point(s).** Further provisions relating to taxes and royalties are set forth in the description of the "Fixed Pricing Option," in Section 4 hereof.

9. **MEASUREMENT:** The measurement, calculation and computation of the quantity of gas delivered by Supplier at the Delivery Point(s) and the Business Meter(s) shall be determined in accordance with the applicable transportation tariff of the LDC receiving gas for the account of Supplier at the Delivery Point(s). Supplier, with assistance from Buyer if necessary, shall cause the LDC to provide such data to Supplier on a timely basis.

10. **TITLE TO GAS, INDEMNITY AND WARRANTY:** Title to the gas bought and sold hereunder shall transfer from Supplier to Buyer at the Delivery Point(s). Subject to the limitations of Section 22, each Party shall be in exclusive control and possession of the gas bought and sold hereunder and

responsible for any damage or injury caused thereby while such Party holds title to such gas except for injury and damage caused by the negligence of the other Party. Supplier warrants that it has the right to sell the gas hereunder and that it has good title to all gas sold by it to Buyer hereunder, free from liens and material adverse claims of any kind. Supplier shall indemnify, defend and hold Buyer harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from, out of or relating to adverse claims of any and all persons to the said gas or related charges thereon or relating thereto which attach before title to said gas passes to Buyer. Buyer shall indemnify, defend and hold Seller harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from, out of or relating to adverse claims of any and all persons to the said gas or related charges thereon or relating thereto which attach after title to said gas passes to Buyer. **THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE.**

11. **QUALITY AND PRESSURE:** The quality and pressure of gas delivered by Supplier at the Delivery Point(s) shall conform to the applicable tariff of the LDC.

12. **FORCE MAJEURE:** If an event of Force Majeure renders either Party wholly or partially unable to carry out its obligations hereunder, and if such Party so affected gives written notice and reasonably full particulars of said Force Majeure to the other Party within a reasonable time, then the Party giving notice, as long as, so far as and to the extent that it is rendered unable to perform its obligations by such Force Majeure shall be excused from its performance of such obligations, other than payment obligations accruing before the event of Force Majeure and payment for gas flows supplied by Supplier through and measured by the Business Meter, provided that the affected Party is using all reasonable efforts to restore its ability to perform its obligations hereunder. Notwithstanding the foregoing, neither Party shall be excused from the performance of obligations for which performance was due prior to the onset of such event of Force Majeure. For such purposes Force Majeure shall mean any cause which is beyond the reasonable control of the affected party and could not have been and cannot be reasonably avoided, including but not limited to acts of God, strikes, lockouts or other industrial disturbances, act of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricane, tornado, flood, accident to machinery or wells or lines of pipe, line or well freeze ups, partial or total failure of reserved firm transportation capacity, the binding order of any court or governmental authority of competent jurisdiction, any of which prevents or restricts performance hereunder and which has been resisted in good faith by all reasonable legal means, or any other similar cause which, by the exercise of due diligence, the party claiming Force Majeure is unable to prevent or overcome. Force Majeure does not include inability to pay, the economic hardships of a Party or the full or partial closures of a Buyer's facilities, unless such closure itself is due to Force Majeure.

13. **CUSTOMER SERVICE:** Supplier will become, to the maximum extent permitted under applicable rules, the principal point of contact for Buyer's firm natural gas. PowerOptions shall have the right, but not the obligation, to protect the interests of Buyer and to coordinate the exercise by Buyer of their rights in such manner as both Participant and PowerOptions deem appropriate. Buyer authorizes Supplier, at PowerOptions' option, from time to time, to provide PowerOptions with all information provided by Supplier to Buyer, including without limitation billing, consumption and load data.

14. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, other than those relating to choice or conflict of law. Any action at law, suit in equity or judicial proceeding arising from or in connection with, out of or relating to this Agreement shall be litigated only in the Courts of the Commonwealth of

Massachusetts. The Parties waive any right they may have to transfer or change the venue of any litigation resulting hereunder. Nothing in this Agreement shall displace the applicability of any federal law or the jurisdiction of the Massachusetts Department of Public Utilities, the Federal Energy Regulatory Commission, or any other regulatory agency or body.

15. DEFAULT AND TERMINATION:

(a) **Event of Default.** An event of default (an "Event of Default") shall be deemed to exist upon the occurrence of any one or more of the following events:

(i) failure by either Party to meet any payment obligation hereunder if such failure continues for a period of (15) days following written notice of such failure;

(ii) failure by either Party to perform fully any other material obligation hereunder if such failure continues for a period of thirty (30) days following written notice of such failure;

(iii) if by order of a court of competent jurisdiction, a receiver or liquidator or trustee of either party, or of any of the property of either Party, shall be appointed, or, if by decree of such a court, either Party shall be adjudicated bankrupt or insolvent, or any substantial part of the property of such Party shall have been sequestered, or if a petition to declare bankruptcy or to reorganize either Party pursuant to any of the provisions of the federal bankruptcy code, as it exists from time to time, or pursuant to any other similar state statute applicable to such party in effect from time to time shall be filed against such Party;

(iv) if either Party shall file a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consent to the filing of any bankruptcy or reorganization petition against it under any similar law, or, without limitation to the generality of the foregoing, if either Party shall file a petition or answer or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of the federal bankruptcy code as it exists from time to time, or pursuant to any similar state statute applicable to such Party in effect from time to time, or an answer admitting the material allegations of a petition filed against it in such a proceeding, or if either Party shall make an assignment for the benefit of its creditors, or if either Party shall admit in writing its inability to pay its debts generally as they become due, or if either Party shall consent to the appointment of a receiver or receivers, or trustee or trustees, or liquidator or liquidators of it or all or any part of its property; or

(v) failure of Supplier to cause Centrica plc to maintain in effect, at all times during the Term, the Participant Guarantee in accordance with Section 16 hereof, unless Supplier, at least five (5) Business Days prior to termination of the Participant Guarantee, provides an alternate security in form reasonably acceptable to Participant and PowerOptions, it being understood and agreed that for purposes of determining the acceptability of any alternate security, Participant hereby authorizes PowerOptions to act on its behalf in making such determination.

(b) **Remedies.** Upon the occurrence and during the continuation of any Event of Default hereunder, the party not in default shall have the right:

(i) following all applicable notice and cure periods, to terminate this Agreement with respect to the Account(s) which is the subject of the Event of Default, if less than all, upon written notice to the defaulting Party if the Event of Default is then continuing; in such event, the defaulting Party shall be obligated to pay to the non-defaulting Party Actual Damages (as defined below), if any, resulting from such termination; provided further that the non-defaulting Party retains the right to terminate this Agreement with ten (10) days' prior written notice if an Event of Default occurs pursuant to Section 15 (a) (iii) or Section 15 (a) (iv) above;

and/or

(ii) to pursue any other remedy under this Agreement or now or hereafter existing at law or in equity or otherwise.

For purposes of this Agreement, "Actual Damages" means the total amount of the loss that the non-defaulting Party (the "Damaged Party") would experience as a result of termination. Actual Damages shall be calculated by multiplying the volume in the remaining portion of the Supply Period by:

- (A) where Supplier is the Damaged Party, in any Supply Period, the positive difference, if any, obtained by subtracting the market value of the Commodity Price (the equivalent NYMEX strip price) and Basis Price for the remaining Supply Period of such terminated Account(s), from the Contract Price of the natural gas for the remaining Supply Period of such terminated Account(s), in each case as determined by Supplier in a commercially reasonable manner, with evidence of such calculation provided to Participant; and
- (B) where Buyer is the Damaged Party, in any Supply Period, the positive difference, if any, obtained by subtracting the Contract Price from the purchase price at which Buyer obtains alternative natural gas supply to cover such requirements during the remaining Supply Period of such terminated Account(s). To the extent these price components of the alternative supply are not clearly stated, they shall be determined using commercially reasonable methods. The price paid by Buyer to its LDC(s) for alternative natural gas supply for such terminated Account(s) shall be deemed "commercially reasonable."

Regarding each Account, termination shall be effective on the date of the next scheduled meter reading for said Account, unless 1) Supplier has not submitted the required "drop customer" transaction within the applicable LDC guidelines, in which case the effective date of termination shall be the next subsequent meter reading date after the "drop customer" transaction has been properly submitted (Supplier shall make all reasonable efforts to submit the required "drop customer" notice promptly), or 2) in the event of a default by Supplier, Buyer does not either inform the LDC of the termination or initiate supply service with another supplier within the applicable LDC guidelines, in which case the effective date of termination shall be the next subsequent meter reading date. Notwithstanding the foregoing, the date on which an Account is dropped from Supplier's LDC pool shall be deemed to be the date of the termination of such Account.

16. **ULTIMATE GUARANTEE:** The Supplier covenants and agrees that, it shall cause Centrica plc, a company incorporated in the United Kingdom under the Companies Act of 1985, the ultimate corporate parent of the Supplier ("Ultimate Parent"), to at all times during the Term of the PowerOptions Program Agreement and this Agreement maintain a guarantee to PowerOptions and all Participants in the PowerOptions Program in the form attached hereto as Exhibit C and such guarantee shall cover, without limitation, any and all damages and other costs in accordance with Section 15 above.

17. **THIRD-PARTY BENEFICIARIES:** There are no third-party beneficiaries to this Agreement and none are intended by the parties.

18. **EQUAL EMPLOYMENT OPPORTUNITY:** The Equal Employment Opportunity Clause required under Executive Order No. 11246, the affirmative action commitment for veterans, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 650-741.4, and

the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are included by reference in this Agreement, and Supplier certifies, warrants and covenants that it has and will at all times comply with the requirements contained therein to the extent required thereby.

19. **CONFIDENTIALITY:** Each Party shall, subject to its obligations under applicable law, use reasonable efforts to maintain the confidentiality of any confidential information provided to it by the other Party. All of Buyer's data that Supplier obtains through or in connection with this Agreement belongs to Buyer and shall be provided as requested to Buyer in electronic format, if available and so requested, without cost, upon five (5) business days' notice. Supplier further agrees to keep confidential Buyer's data so obtained and to restrict access to such information to only PowerOptions and to those employees of Supplier and/or third parties who need such access to enable Supplier to perform its services under this Agreement and shall inform such personnel of the confidential information. Supplier shall be responsible for its employees' compliance with the terms of this Agreement. Supplier shall not be responsible for any cost, claims or damages related to or arising out of PowerOptions' use of such confidential information.

20. **ASSIGNMENT:** This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties hereto, provided that this Agreement shall not be transferred or assigned, by operation of law or otherwise, by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any assignment in violation of this Section 20 shall be null and void.

21. **NOTICES:** Any notice request, demand or statement provided for in this Agreement shall be in writing and directed to the addresses specified above on page 1. Any Party may change its address upon notice. All notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, certified mail (return receipt requested), first class mail or hand delivered. If given by facsimile or mutually acceptable electronic means, notice shall be deemed given on the date sent if by 4:00 p.m. ET and by the next Business Day if sent on or after 4:00 p.m. ET. If sent in writing by first class mail, notice shall be deemed given on the second Business Day following deposit in the United States mail, properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery.

22. **LIMITATION OF LIABILITY:** For breach of any provision for which an express remedy or measure of damages is provided in this Agreement the liability of the defaulting Party shall be limited as set forth in such provision and all other damages or remedies hereby are waived. If no remedy or measure of damages is expressly provided, the liability of the defaulting Party shall be limited to direct damages only and all other damages and remedies are waived. Notwithstanding the foregoing, if applicable, direct damages for failure of Supplier to deliver gas pursuant to this Agreement shall include those costs and expenses of Buyer in arranging any alternative supply of gas that are provided for in the definition of "Actual Damages". **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, DIRECTLY OR INDIRECTLY, INCLUDING WITHOUT LIMITATION THROUGH OBLIGATIONS TO INDEMNIFY THIRD PARTIES, FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, DOWNTIME COSTS OR OTHER BUSINESS INTERRUPTION DAMAGES, LOSS OF USE OF ANY PROPERTY, COST OF SUBSTITUTE EQUIPMENT OR FACILITIES, WHETHER ARISING BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.** The Parties hereby release PowerOptions from any liability arising from or relating to this Agreement or the relationship between the Parties. This provision shall survive the expiration or early termination of this Agreement.

Notwithstanding anything herein to the contrary, the claims limits of the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") shall

apply and nothing herein is intended to constitute a waiver or indication of the intent to waive the protections of G.L. c. 258 by the Governmental Entity.

23. REPRESENTATIONS AND WARRANTIES: Each Party warrants and represents to the other that: (1) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (2) it is authorized and qualified to do business in the jurisdictions necessary to perform under this Agreement; (3) the execution, delivery and performance of this Agreement are duly authorized and do not violate any governing documents or any contracts to which it is a party or any laws, rules or regulations applicable to it; (4) there is no material event(s) or other agreement(s) which would impair that Party's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement; (4) this Agreement is a forward contract; and (5) Supplier is not a "utility" as defined in the United States Bankruptcy Code.

The above Representations and Warranties shall be continuing obligations of the Parties throughout the Term.

With respect to the services to be supplied under this Agreement, the Parties acknowledge and agree that, no warranty, guarantee or other obligation of PowerOptions is expressed or implied with respect to its organization of the natural gas program or any actions relating to the execution of this Agreement. In addition, the Parties acknowledge and agree that nothing in this Agreement or any other document obligates PowerOptions or any of its employees and agents to assume any responsibility or to express any opinion, personal or otherwise, to Buyer with regard to Buyer's right and obligation to make its own decision with respect to choosing to enter into this Agreement with Supplier.

24. WAIVER AND AMENDMENT: Any waiver by either Party of any of the provisions of this Agreement must be made in writing, and shall apply only to the instance referred to in the writing, and shall not, on any other occasion, be construed as a bar to, or a waiver of, any right either Party has under this Agreement. The Parties may not modify, amend, or supplement this Agreement except by a writing signed by the Parties hereto.

25. MISCELLANEOUS: Either Party's failure to insist upon strict performance of any provision herein shall not constitute a waiver of, or estoppel against asserting the right to require such performance in the future. Any change, modification or amendment of this Agreement shall be in writing and signed by the Parties hereto. In the event that any provision(s) contained herein should be found to be unenforceable in any respect such finding shall not affect any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision(s) had never been contained herein.

The monthly gas prices attached as Exhibit A and the authorization letter attached as Exhibit B contain additional provisions of this Agreement and are incorporated herein by reference.

This Agreement, inclusive of all Exhibits, contains the entire agreement between the Parties and there are no prior or contemporaneous, written or oral, promises, representations, agreements or warranties affecting it.

**DIRECT ENERGY BUSINESS
MARKETING, LLC**

BARNSTABLE COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

FIRM NATURAL GAS SALES AGREEMENT PRICING

1. Fixed Basis and Commodity Pricing Option

For each Account, the price of the gas delivered to the Delivery Point shall be equal to the sum of the Basis Price plus the applicable monthly NYMEX natural gas Commodity Contract Prices for the period of supply selected by Buyer, each as shown on and as of the date indicated on an executed Pricing Confirmation in the form of Attachment 1 of this Exhibit A, plus costs incurred for transportation of such gas on the LDC gas systems, if paid by Supplier, in all cases subject to adjustment in accordance with Section 4 of the Agreement.

With respect to each Account, but only with respect to the pricing of the Contract Quantity for Accounts subject to the Swing Pricing Options (described below):

- (a) if the initial period of supply for which NYMEX natural gas commodity pricing or basis pricing is selected for any Account is less than the full Term of this Agreement for some percentage of the Participant's supply (up to 100%), then Supplier shall offer to supply Buyer with respect to some or all of the remaining Term of this Agreement in advance of the expiration of the initial, and any subsequent, period of supply, such subsequent period being intended to be for the remaining months of the Agreement Term, but may be for shorter periods; and
- (b) with respect to Basis Prices, if Buyer has not accepted the offer described in (a) above three (3) Business Days before the expiration of the then-current basis pricing, then the Basis Price for each such Account shall be established for only the immediately following month as the Basis Price applicable to Buyer established by Supplier under the PowerOptions Program on the 5th Business Day before the end of such month.

2. Fixed Basis and Float NYMEX

With respect to NYMEX natural gas commodity pricing, if Buyer has not accepted the offer described in 1. (a) above by three (3) Business Days before the expiration of the then current commodity pricing, then the price for the next month will be established as the settlement price for the succeeding month established on expiration.

3. Swing Options

If a Swing Option is selected by Buyer, Basis Prices for consumption volumes outside the swing bandwidth will be subject to a premium or discount per Table 1 below.

The degree of variation in consumption is expressed as a bandwidth or a percentage (“swing”) above or below the monthly volume agreed to in Exhibit A, Attachment 1 to the Participant Agreement. See Table 1 and product descriptions below.

Exhibit A – Table 1

Product	Volume Purchase at Contract Price		Index Selected for Settlement	Price for Volume Outside of Product Swing Bandwidth	
	Minimum	Maximum		Basis Premium (Excess)	Basis Discount (Deficient)
1. Full Plant (unlimited Swing)	0%	n/a	n/a	n/a	n/a
2. Monthly Swing (10%) ^{1, 2}	90%	110% Contract Volume	Monthly	Index + \$.30/Dth	Index – \$.20/Dth
3. Monthly Swing (0%) ^{1, 2}	100%	100% Contract Volume	Monthly	Index + \$.30/Dth	Index – \$.20/Dth
4. Daily Swing (10%) ^{1, 2}	90%	110% Contract Volume	Daily	Index + \$.15/Dth	Index – \$.10/Dth
5. Daily Swing (0%) ^{1, 2}	100%	100% Contract Volume	Daily	Index + \$.15/Dth	Index – \$.10/Dth

¹ Index for bandwidth will be posted in the Gas Daily publication under the heading Algonquin Citygates or Tennessee Zone 6 Delivered. If during the term of this Agreement a new Gas Daily index is published to reflect the market value to new or revised LDC delivery points, Supplier may modify Exhibit A Table 1, providing documentation to the Participant to support the change, with a copy provided to PowerOptions. The Pricing Confirmation (Attachment 1 to Exhibit A) will be revised to account for such new publication.

² Specific LDC Delivery Point: If, during the term of this Agreement, a delivery point becomes misaligned to the market, Supplier reserves the right to change Basis Premiums/Discounts for Members’ or Participants’ forward terms. Supplier will provide documentation to the Participant to support the change with a copy to PowerOptions. Supplier will maintain the pricing methodology pursuant to the Program Agreement with PowerOptions.

Full Plant Product (Unlimited Swing): This product allows the Buyer to secure a price that allows them to consume monthly gas as agreed to in Attachment 1 to Exhibit A to the Participant Agreement. This product is a full firm product and includes no swing or bandwidth provision by individual account or in aggregate. Pricing for this product option is based on the understanding that load variations can and do occur primarily due to changing weather patterns, which are beyond the Buyer’s control, and unanticipated changes in process requirements.

Swing (Bandwidth) Products: If Buyer anticipates changes in load due to equipment change-out or revised production scheduling that could cause consumption to fall outside the bandwidth implied by the swing election and contract volumes agreed to, such Buyer could benefit from one of the Swing products instead. Under Products 2 and 3, volumes consumed in excess of the maximum will be purchased and sold at the index price plus a premium, where the premium reflects the size of the bandwidth and whether the index is published monthly or daily. Volumes not consumed, i.e., below the minimum (“deficient volumes”) will be deemed automatically sold back to the Supplier at a discount to the index price, where the size of the discount reflects the size of the bandwidth offered and whether the index is published monthly or daily. Monthly Based Swing

Under the Monthly Based Swing Option, the determination of the Contract Price applicable to usage volumes that fall outside the Contract Quantity bandwidth for Accounts will be as follows: a) monthly usage in excess of the bandwidth will be priced at the monthly average of the Gas Daily Index plus the Basis Premium, as defined in the executed form Attachment 1 and as shown in Table 1, b) monthly usage less than the Contract Quantity bandwidth, will be priced at the monthly average Gas Daily Index minus the Basis Discount also defined in Attachment 1 and shown in Table 1. The Gas Daily Index will equal the average of the midpoint prices for the Algonquin or Tennessee Citygates index, as applicable to the Account, published for deliveries on each day of the month under the heading "Daily Price Survey" in Gas Daily. As applied in this provision, the Gas Daily Index shall be as applicable to the respective days of each calendar month of a billing cycle. If a day does not fall on a Business Day, the index charge will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Index charge will be the price published on the preceding Business Day.

Buyer shall not be responsible for any LDC-imposed charges for balancing services and, if requested to incur and pay for such charges, Buyer will be reimbursed by Supplier upon presentation of evidence of such amount. Supplier shall be obligated to deliver to the Delivery Point a quantity of gas sufficient to meet Buyer's delivered metered quantity, including the amount of gas required by the LDC under its tariff for fuel use and losses.

If Buyer is subject to an LDC's mandatory upstream capacity assignment, it shall assign its upstream capacity rights to Supplier for the duration of any Pricing Confirmation. Supplier shall pay the monthly cost of the upstream capacity to the LDC in a timely manner. Supplier's recovery of the upstream capacity costs, if any, is included in the Basis Price shown on Attachment 1.

Daily Based Swing: For the Daily Based Swing product, the daily Contract Quantity will be determined by dividing the Contract Monthly Volume (as defined in the executed Price Confirmation) by the number of days in the month (the "Daily Contract Quantity").

Under the Daily Based Swing Option, the determination of the Contract Price applicable to usage volumes that fall outside the Daily Contract Quantity bandwidth for Accounts will be as follows: Buyer will pay the Gas Daily -Daily Price Survey Midpoint Index plus the Basis Premium, as defined in the executed Attachment 1 and as shown on Table 1, for all natural gas consumed daily in excess of 100% of the Daily Contract Quantity. If Buyer uses less than 100% of the Daily Contract Quantity then, (i) if the Gas Daily - Daily Price Survey Midpoint Index is greater than the Contract Price, Supplier will credit Buyer's Account an amount obtained by subtracting the Contract Price from the Gas Daily - Daily Price Survey Midpoint Index of the deficient quantity minus the Basis Discount as defined in the executed Attachment 1 and as shown on Table 1 and (ii) if the Gas Daily - Daily Price Survey Midpoint Index is less than the Contract Price, Supplier will debit Buyer's Account an amount obtained by subtracting the Gas Daily- Daily Price Survey Midpoint Index minus the Basis Discount from the Contract Price of the deficient quantity as defined in the executed Attachment 1 and as shown on Table 1.

The Gas Daily – Daily Price Survey Midpoint Index will equal either Algonquin Citygates or Tennessee Zone 6 Delivered, published for deliveries on each day of the billing cycle under the heading "Daily Price Survey" in Gas Daily. If a day does not fall on a Business Day, the index charge will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Index charge will be the price published on the preceding Business Day.

Buyer shall not be responsible for any LDC-imposed charges for balancing services and, if requested to incur and pay for such charges, Buyer will be reimbursed by Supplier upon presentation of evidence of such amount. Supplier shall be obligated to deliver to the Delivery Point a quantity of

gas sufficient to meet Buyer's delivered metered quantity, including the amount of gas required by the LDC under its tariff for fuel use and losses.

If Buyer is subject to an LDC's mandatory upstream capacity assignment, it shall assign its upstream capacity rights to Supplier for the duration of any Pricing Confirmation. Supplier shall pay the monthly cost of the upstream capacity to the LDC in a timely manner. Supplier's recovery of the upstream capacity costs, if any, is included in the Basis Price shown on the Price Confirmation.

4. Indexed Priced Options

Under the Index Priced Options, the determination of the Contract Price applicable to usage volumes for Accounts will be as follows: Buyer will pay the Gas Daily -Daily Price Survey Midpoint Index plus a per Dth premium that is mutually agreed upon, for all natural gas consumed daily. The Gas Daily – Daily Price Survey Midpoint will equal the midpoint prices either Algonquin Citygates or Tennessee Zone 6 Delivered, published for deliveries on each day of the billing cycle under the heading "Daily Price Survey" in Gas Daily. If a day does not fall on a Business Day, the index charge will be the price published on the next Business Day, provided, however, that if the next Business Day is in the following month, the Index charge will be the price published on the preceding Business Day.

Buyer will be required to select the 0% Swing Option, must be daily metered, and only Accounts without a capacity assignment from an LDC will be eligible for this price option.

ATTACHMENT 1 TO EXHIBIT A

Exh A ATT 1 gas

PowerOptions Natural Gas Participant Agreement

Page 1 of 2

**PowerOptions Gas Group Purchasing Program 2019-2023- Participant Agreement - SUPPLIER: Direct Energy Business Marketing, LLC
Attachment 1 to Exhibit A (Pricing Confirmation)**

Page 1 of this Pricing Confirmation establishes prices only for each account listed on Page 2 of this Pricing Confirmation. All accounts on this Pricing Confirmation sheet are priced the same. Pricing for additional terms within the Agreement for these accounts will be added with additional Pricing Confirmations.

Participant (Pg 1 of Agreement)	Exhibit A, Att. 1 Pg.1/Pg. 2 REF:
For Reference: Date Agreement ends: 10/31/2023 Pipeline:	Capacity Assigned:

Start Date	End Date	Basis	\$/Dth	NYMEX	\$/Dth	Fixed	\$/Dth	% of Load	Swing Choice: 0% or 10% Type: Monthly or Daily	Basis Premium/Discount adds \$/Dth

1- Qualifying Participants (>10,000 dth/mo.) may confirm commodity pricing in increments of not less than one-third of a month's requirements. Use additional sheets.
 2-Buyer shall pay the prices shown above for quantities delivered to each Account's Delivery Point, including the amount of gas required by the LDC under its tariff for fuel use and losses, plus costs incurred for transportation on the LDC gas systems, if paid by Seller, plus any applicable adjustments pursuant to the "Contract Price" provision of this Agreement. Refer to Exhibit A for Swing Pricing if selected above. If swing pricing not selected, than Full Plant Requirement is applicable. To the extent this Pricing Confirmation (Exhibit A, Attachment 1), conflicts with any Pricing Confirmation signed prior to the date set forth below for the same Account(s), it supersedes such prior Pricing Confirmation. The parties have caused this Exhibit A to be executed by their duly authorized representatives.

BUYER:

Direct Energy Business Marketing, LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PowerOptions Gas Group Purchasing Program 2019-2023 Participant Agreement - SUPPLIER: Direct Energy Business Marketing, LLC

Attachment 1 to Exhibit A (Pricing Confirmation)

Each account listed below is included in the Agreement. Prepare separate Attachment 1 for each 1) Local Distribution Company, 2) Pipeline, 3) Service Type (capacity assigned, or no capacity assigned) and, 4) separately priced Accounts or groups of Accounts. Link Pg. 1 and Pg. 2 by reference, below at right. Include a copy of a recent LDC bill for each account. All accounts on each Pricing Confirmation sheet are priced the same.

Participant (Pg 1 of Agreement):		Exhibit A, Att. 1 Pg.1/Pg. 2 REF:
For Reference, Date Agreement ends: 10/31/2023	Pipeline:	Capacity Assigned:

Account Information							
LDC Account Number	Capacity Assignment (tr appl.)	LDC Rate Class	Service Address	City (State=MA)	Zip	Meter No.	Sales Tax Exempt (Y/N)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
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35							
36							
37							
38							

Summary of Recent Year's Monthly Usage for Accounts on this Pricing Confirmation (In Dth)												
January	February	March	April	May	June	July	August	September	October	November	December	TOTAL ANNUAL USAGE

Notes:
 1- Sales Tax exemption certificates must be provided or taxes will be billed to the Account.
 Buyer shall pay the prices shown on Page 1 for quantities delivered to each Account's Delivery Point, including the amount of gas required by the LDC under its tariff and plus costs incurred for transportation on the LDC gas systems, if paid by Seller, plus any applicable adjustments pursuant to the "Contract Price" provision of the Agreement. To the extent this Pricing Confirmation (Exhibit A, Attachment 1), conflicts with any Pricing Confirmation signed prior to the date set forth below for the same Account(s), it supersedes such prior Pricing Confirmation. The parties have caused this Exhibit B to be executed by their duly authorized representatives.

BUYER Signature: _____ Print Name: _____ Title: _____ Date: _____	Direct Energy Business Marketing, LLC Signature: _____ Print Name: _____ Title: _____ Date: _____
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EXHIBIT B

FORM OF AUTHORIZATION LETTER

**FORM LETTER - AUTHORIZATION FOR RELEASE OF GAS UTILITY DATA
TO BE SIGNED BY BUYER ON INSTITUTION'S LETTER HEAD**

[Date]

Re: Account Data for Accounts listed in Attachment
[Attach relevant portion of Attachment 1 to Exhibit A for description of Accounts]

This letter is to serve as authorization to release to Direct Energy Business Marketing LLC or PowerOptions, Inc. all information relative to our account(s) listed in the attachment, including but not limited to service, load and usage history, rates, billing data and billing determinants. This request for release is valid for one (1) year from the date of this letter with respect to Direct Energy Business Marketing LLC and five (5) years from the date of this letter with respect to PowerOptions, Inc.

Very truly yours,

[Buyer's Signature]

EXHIBIT C
PARENT GUARANTEE
[To be attached]

EXHIBIT D

Natural Gas PRiME™ Program for Hedging NYMEX – No fee for service

Description

Our PRiME product provides:

- Risk tolerance that is established based on your unique energy needs
- A unique buying strategy to lock in your natural gas commodity price
- Timely access to market information and account reports

Take a look at the chart below to see which style best fits your needs:

	Conservative	Moderate	Aggressive	Ultra Aggressive
Your objective	Increased budget certainty: minimum exposure to price volatility Your objective	Reduced market exposure	Greater opportunity to take advantage of market value prices.	Lowest prices possible, even if it means added risk.
Ideal if you want	Your entire load locked into a price before the season starts.	A small portion of your load to float in order to capture some market value opportunities.	A greater portion of your load to float in order to capture greater market value opportunities.	Your entire load to float in order to capitalize on all market value opportunities.
Minimum volume locked going into season (hedged)	100%	75%	50%	0%
Maximum volume available to capture in-season value pricing opportunities	0%	50%	75%	100%

A customer who is on the PRiME Program also has access to a standardized PRiME Performance Report that shows them how the PRiME Program purchasing decision has performed against the NYMEX market without hedging. PRiME stands for **P**rice **R**isk **M**anagement of **E**nergy

PRiME™ PURCHASING PROGRAM:

Your “Responsible Trigger Contact(s)” have been identified as the Products Structure Desk [customer@customercompany.com].

Seller will generate a confirmation to be sent to your Responsible Trigger Contact each time the Commodity Charge is fixed (“Trigger Confirmation”). Each such Trigger Confirmation is to be regarded as a part of this Transaction Confirmation and is binding upon receipt by Buyer. Any notices regarding Trigger Confirmations must be sent to trigger@directenergy.com.

Changes to the Responsible Trigger Contact must be communicated in writing through your DEBM Account Manager.

Buyer acknowledges participation in the DEBM Purchasing Program (“Program”) by executing this Transaction Confirmation; therefore, the per Dth Commodity Charge will be fixed in accordance with the terms of the Program pursuant to the Risk Profile selected below.

In the event that Buyer exits the Program early, Buyer will be responsible to Seller for all resulting damages incurred by Seller.

Risk Profile (Select One)

Conservative _____

“Minimize your exposure to market movements and have all of your requirements fixed prior to the Delivery Period.”

Moderate _____

“Reduce your exposure to market movements and have the majority of your requirements fixed prior to the Delivery Period.”

Aggressive _____

“Seek the best values through longer exposure to market movements and more aggressive targets.”

Ultra _____

“Same Value Buy targets as Aggressive with no Time Buys.”

The Buyer acknowledges that it is acting for its own account, and it has made its own independent decisions and that Seller is not acting as a fiduciary, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this Transaction Confirmation, nor will any communication (written or oral) received from the Seller be deemed to be an assurance or guarantee as to any results expected from executing this Transaction Confirmation.

Buyer confirms it has chosen _____ as its prime product as indicated by initials Prime Plus / Prime

EXHIBIT E



NATURAL GAS MANAGED PRODUCT

1. Supplier will work with Buyer to develop an overall approach for Buyer’s Gas purchases (“Buying Strategy”) that is mutually agreed upon by the Parties. The Buying Strategy will work in conjunction with the purchases made by Buyer under its existing Participant Agreement in effect. Below is a general description of the types of Buying Strategy services that Supplier will provide.

2. In order to develop the Buying Strategy, Supplier will:

A. Initially meet with Buyer to determine a Buying Strategy based upon, but not limited to, the following criteria: Buyer’s budgeting concerns, assessment of the Buyer’s risk tolerance, historical and projected load profile, and price targets.

- a) A position monitoring report, customized to show Buyer’s current fixed price position(s);
- b) A transaction detail report that provides details of conversions to a fixed price.
- c) A Price Target Tracking Report
- d) Customized Benchmarking and Ad Hoc Reporting

B. Determine the frequency and types of ongoing communication necessary to meet the needs of the Buyer.

- a) Strategy calls, which may include a discussion of the overall Buying Strategy, any reports received by Buyer, energy price trends, and current news impacting energy markets;
- b) Periodic distribution of market intelligence data and charts that illustrate forward and historical energy price trends; and
- c) Annual on-site gas portfolio strategy visit to provide education and planning sessions customized to the needs of you and your team.

C. Access to updated information, where available, regarding energy markets via Supplier’s website including energy newsletters, charts and market updates.

3. Risk Acknowledgement: The Buyer acknowledges that it has made its own independent decisions and that Supplier is not acting as a fiduciary, agent, financial, investment or commodity trading advisor for it in connection with the negotiation and execution of this transaction, nor will any communication (written or oral) received from Supplier be deemed to be an assurance or guarantee as to any results expected from executing this exhibit.

Buyer:

Supplier: Direct Energy Business Marketing, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT F – Natural Gas Recall Option



**Direct Energy Business Marketing, LLC
d/b/a Direct Energy Business**

194 Wood Avenue South Iselin, NJ 08830
Phone: 1-800-437-7872
business.directenergy.com

Marketer Name	Date	Time
---------------	------	------

BUYER INFORMATION

Customer Name	Billing Contact
Contact Name	Billing Address
Address	
Telephone Fax	Telephone Fax

TRANSACTION CONFIRMATION AMENDMENT FOR GAS RECALL INCENTIVE

This Transaction Confirmation Amendment constitutes the changes to that Pricing Confirmation dated _____, attached to this Transaction Confirmation Amendment as Exhibit 1 (the “Amended Transaction Confirmation”), under the Participant Agreement executed between Buyer and Supplier dated _____, _____ (the “Participant Agreement”). If a conflict arises between the terms of this Transaction Confirmation Amendment and the terms of the Amended Transaction Confirmation, the terms of this Transaction Confirmation Amendment will control.

For the avoidance of doubt, in the event of any conflict within the Agreement, the order of governance is as follows: (1) this Transaction Confirmation Amendment (2) the Amended Transaction Confirmation (3) Participant Agreement.

In accordance with this Transaction Confirmation Amendment, Buyer agrees to switch to an Alternate Product (defined below) in place of the Contract Quantities set forth in the Amended Transaction Confirmation upon notice from Supplier for the Recall Period set forth below.

Buyer authorizes Supplier to recall Gas supply to accommodate the switch to Alternate Product.

All capitalized terms used herein but not defined herein are as defined in the Participant Agreement. Except as set out below, all terms and conditions set out in the Participant Agreement, as amended by the Amended Transaction Confirmation, remain in effect. THIS TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Service Locations (Additional pages may be attached if necessary)	Service Address: Utility Account No.:	Service Address: Utility Account No.:
Recall Period	Begin: End:	Delivery Point:

<p>Recall Incentive / Option</p>	<p>During the Recall Period, Supplier will pay Buyer selected dollar amount below per day for Gas not used during the Recall Period. Select one:</p> <p>Option 1 - 1 day switch (1) \$ _____ Initial _____ Option 2 - 5 day switch (2) \$ _____ Initial _____ Option 3 - 10 day switch (3) \$ _____ Initial _____</p>
<p>Recall Contract Quantity (Dth)</p>	<p>January May February September March June October July August November December</p> <p>Total: *All Contract Quantities for the Recall Period are per day</p>
<p>Terms and Conditions</p>	<p>Buyer grants Supplier the right, exercisable at any time and from time to time during the Delivery Period, to recall supply of Gas to the Service Location(s), and to resume supply of Gas to the Service Location(s), each upon at least twenty-two (22) hours' notice. Each Recall Period will be at least one (1) gas day (from 10:00 am to 10:00 am) in duration, and all such Recall Periods together will not exceed the maximum number of days specified for the selected Recall Option during the Recall Period. Buyer agrees not to use Gas at the Service Location(s) during each Recall Period. Buyer also agrees to (a) indemnify, defend and hold harmless Supplier from all costs associated with settling the Transaction and from expenses arising from Buyer's usage of Gas during the Recall Period, and (b) release Supplier from any liability arising from Supplier's exercise of its rights hereunder to recall or resume supply of Gas to the Service Location(s).</p> <p>During each Recall Period, Buyer shall utilize alternative fuel either on site or through a third party supplier in place of Gas ("Alternate Product") at its Service Location(s). Buyer's quantity for each day of the Recall Period, will equal the monthly Contract Quantity, divided by number of days in the month, for the month that Recall occurs.</p> <p>Recall Representations, Warranties and Covenants. Buyer hereby represents and warrants as follows: (i) Buyer is able to completely discontinue use of Gas delivered to the Service Location(s) by Utility; (ii) Buyer's consumption of Alternate Product as specified herein will not violate any state, federal or local laws, orders or regulations, including any permitting or registration requirements; (iii) Buyer is capable of responding to directives from Supplier to discontinue or resume use of Gas within the time periods prescribed herein, and will assure that sufficient contact information for the primary and secondary persons who will receive directives is provided to Supplier and is at all times current; (iv) Buyer will assure that it has sufficient Alternate Product available at the commencement of a Recall Period to operate for ____ hours; and (v) Buyer is not a party to any contract with respect to the Service Location(s), including any contract with its Utility and the terms of any Utility tariff, that would prohibit or limit its ability to discontinue use of Gas delivered to the Service Location(s) in the manner set forth herein or otherwise meet its obligations under this Transaction Confirmation. Buyer will maintain at all times during the Recall Period (a) the means necessary to receive and respond to communications from Supplier regarding the Interruption and resumption of Gas delivery, and</p>

(b) designated representatives available as Supplier’s primary and secondary point of contact by telephone and e-mail.
 For purposes of this Transaction Confirmation, Section 1 of the Participant Agreement is amended by including "alternative fuel" in the definition of Commodities.

Change in Delivery Point
 Consistent with FERC requirements, Supplier shall have the right (but not the obligation), to select or change a Delivery Point to a point where Buyer may receive Gas that is outside the jurisdictional limits of the municipality or other jurisdiction where a Service Location under this Transaction Confirmation is located, which shall constitute a Delivery Point at which title, control, possession and risk of loss will pass to Buyer as further provided in the Participant Agreement.

Tax Exemption Status [___] Non-Exempt [___] Exempt If exempt, must attach certificate

This Transaction Confirmation Amendment is governed in accordance with the governing law as indicated in the Participant Agreement. This Transaction Confirmation Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. The remaining terms of the Amended Transaction Confirmation are unchanged.
 IN WITNESS WHEREOF, the Parties have executed this Transaction Confirmation Amendment on the respective dates specified below with effect as of the latest date specified in the signatures below.

Contact information below is needed for recall event

	<u>First Name</u>	<u>Last Name</u>	<u>e-mail</u>	<u>Work Phone</u>	<u>Cell Phone</u>
Primary Contact					
Additional Contact					
Additional Contact					
Additional Contact					

<p>BUYER: XXX</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>SUPPLIER: Direct Energy Business Marketing, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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EXHIBIT G
Terms of Service

Applicable to Customers with an Annual Load of 7,000 therms or less (220 CMR 14.05)

(a) Pricing Structure

See Agreement Section 4 (Contract Price), Exhibit A and Attachment 1 to Exhibit A.

(b) Length and kind of contract

See Agreement Section 2 (Term), Exhibit A and Attachment 1 to Exhibit A

(c) Due Date of Bills and Consequences of Late Payment

See Agreement Section 7 (Billing and Payment; Dropped Accounts), Section 15 (Default and Termination)

(d) Conditions under which a credit agency is contacted

- Credit history sought in Section 3(a)
- “Good faith credit concerns” discussed in Section 3(c)

(e) Deposit Requirements and Interest on Deposits

See Agreement Section 3(b) (Credit Provisions Applicable to Potential Buyers)

(f) Limits on Warranty and Damages

See Agreement Sections 6 (Agency), 10 (Title to Gas, Indemnity and Warranty), 15(b) (Default and Termination, Remedies), 22 (Limitation of Liability)

(g) Any and all Charges, Fees, and Penalties

See Agreement Section 4 (Contract Price) including 4(b) Material Change, (4d) Change in Use, Section 7 (Billing and Payment; Dropped Accounts), Section 15 (Default and Termination)

(h) Information on Consumer rights pertaining to third-party billing, Deferred Payments, and Rescission of Supplier Switch within Three Days of Receipt of Confirmation

Buyer's execution of the Agreement and receipt of the Terms of Service triggers a three-day right to rescind the affirmative choice of Supplier, without charge or penalty in accordance with 220 C.M.R. 14.04(4)(d).

(i) Toll-Free number for Customer Service and Complaints

1-888-925-9115

(j) Low income rate eligibility

N/A

(k) Details on the availability and terms of Default Service.

Please contact your LDC, identified on Page 1 of the Agreement, for details on the availability and terms of Default Service.

(l) Notification of changes to Items in the Terms of Service.

Supplier will notify you of changes to any items in the Terms of Service in accordance with the notice provision set forth in the Agreement.

AGENDA ITEM 8g

Authorizing the discharge of a mortgage by Michael P. Dillen to Barnstable County, acting by and through the Cape Cod Commission, dated May 17, 2006 and recorded with the Barnstable County Registry of Deeds, Book 21009 Page 307



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: Discharge of HOME Mortgage
121 Camp Street, Unit 110, West Yarmouth / Michael P. Dillen
Date: August 22, 2019

Enclosed, please find a Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners.

The loan amount of five thousand (\$5,500.00) dollars was paid in full in check dated August 20, 2019.

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Michael P. Dillen**, to

Barnstable County, acting by and through the Cape Cod Commission, dated May 17, 2006 recorded with the Barnstable County Registry of Deeds Book 21009 Page 307 acknowledges satisfaction of the same.

Witness our hand and seal this _____ day of _____, 2019

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2019, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

AGENDA ITEM 8h

Authorizing the discharge of a mortgage by William E. O'Neill, to Barnstable County, dated February 26, 2010 and recorded with the Barnstable County Land Court Registry as Document 1135160



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager
RE: Discharge of HOME Mortgage
361 Megan Road, Hyannis / William O'Neill
Date: August 15, 2019

Enclosed, please find a Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners.

The loan amount of sixty-five hundred (\$6,500.00) dollars was paid in check dated July 13, 2018, see attached check receipt. However, the Discharge of Mortgage was never issued. We have recently received a request for this Discharge.

Thank you,
Renie Hamman, HOME Program Manager

Renie Hamman

THIS CHECK IS DELIVERED FOR PAYMENT ON THE FOLLOWING ACCOUNTS	
DATE	AMOUNT
7-31	6500
12603	

ARDITO, SWEENEY, STUSSE, ROBERTSON & DUPUY, P.C.

ATTORNEYS AT LAW
25 MID-TECH DRIVE, SUITE C
WEST YARMOUTH, MA 02673

DATE 7/31/18

PAY TO THE ORDER OF Barnstable County \$ 6,500.00

Six Thousand Five Hundred and 00/100 DOLLARS

THE COOPERATIVE BANK OF CAPE COD

361 Megan Hyannis

July 30, 2018

Barnstable County Home Consortium
Michelle Singer
P.O. Box 427
Barnstable, MA 02636

Re: 361 Megan Road, Hyannis, MA 02601
William O'Neill

Dear Sir or Madam:

Please find enclosed check number 18835 in the amount of \$6,500.00 to pay the above mortgage in full and discharge. Kindly forward the discharge upon receipt of these payoff funds.

Very truly yours,

Tara L. Bazarewksy, Paralegal
to Adam T. Dupuy, Esq.

DISCHARGE OF MORTGAGE

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, is the holder of a mortgage by **William E. O'Neill**, to **Barnstable County**, which is organized and existing under the laws of The Commonwealth of Massachusetts, dated February 26, 2010 recorded with the Barnstable County Land Court Registry as Document 1135160, acknowledges satisfaction of the same.

Witness our hand and seal this ____ day of _____, 2019

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn** and **Ronald R. Beaty**, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

AGENDA ITEM 8i

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427
BARNSTABLE, MASSACHUSETTS 02630



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: August 22, 2019
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Ronald Bergstrom, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 08/28/19

Barnstable Registry District of the Land Court		Barnstable County Registry Of Deeds						
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
1043127	666816 Lot 2 Plan 37636-B	140815	X	X	X	X	Joseph D. Warren Martha Warren	Assessors Map 02, Section 02 Parcel 001, Lot 002 579 Quaker Road North Falmouth (Falmouth)
1081446	951159 Lot 308 Plan 314-E Sh 4	171465	X	X	X	X	Kelly L. Keough a/k/a Kelly L. Bordkan Martha J. Keough	Assessors Map 40, Section 203 Parcel 1034, Lot 308 347 Acapesket Road East Falmouth(Falmouth)
1161969	646309 Lot 104,105 Plan 31473-D	138102	X	X	X	X	Lawrence R. Paige Deborah A. Paige	Assessors Map 7 Parcel 142 20 Hirsch Road Forestdale (Sandwich)
1168169	959119 Lot 126 Plan 11408-23 Sh 1	172246	X	X	X	X	Carl R. Leppo Marianne Leppo	Assessors Map 105 Partial 251 109 Water Way Marshpee
1212562	830586 Lot 4 Plan 35229-B Sh 1	161313	X	X	X	X	Kenneth Jeffrey Leandre Shelley Marie Leandre	Assessors Map 175 Parcel 4 1.7 Hemlock Lane South Dennis (Dennis)
1301642	670838 Lot 408,409 Plan 22318-A Sh 8	141319	X	X	X	X	Beverly A. Smith	Assessors Map 88 Parcel 167 40 Wood Avenue Sandwich
x	x	x	23471	238	21052	152	Mark E. Kalil Brett M. Buckius	Assessors Map 271 Parcel 163 841 Pitchers Way Hyannis (Barnstable)
x	x	x	24149	256	11854	272	Raymond Oliver, Jr.	Assessors Map 27, Section 03 Parcel 017, Lot 002 367 Pinecrest Beach Drive Falmouth
x	x	x	29709	230	28385	293	Priscilla M. Jenkins Trustee, The Priscilla M. Jenkins Living Trust Agreement Dated August 14, 2014	Assessors Map 14 Parcel 160 200 Holbrook Avenue Wellfleet
x	x	x	31152	327	1478	412	Catherine F. Clapp	Assessors Map 115 Parcel 176 61 Early Red Berry Lane Yarmouth Port (Yarmouth)