

SELECTMEN'S MEETING
Monday, July 28, 2014
Selectmen Meeting Room
7:00 p.m.

AGENDA

7:00 p.m. PUBLIC COMMENTS (10 min.)

7:10 p.m. SELECTMEN CONCERNS AND LIAISON REPORTS (5 min.)

7:15 p.m. TOWN MANAGER REPORT (5 min.)

7:20 p.m. ITEMS FOR INDIVIDUAL CONSIDERATION

1. Omni Crushed Grapes Liquor License Hearing – 7:00 p.m. (10 min.)
2. Review and Approve Energy Management Services Contract (Solar Installation for Municipal and School Buildings) – 7:00 p.m. (20 min.)
3. Approval of Comcast Cable TV Renewal License (10 min.)
4. Public Works Update on Summer Construction & Update on Bedford Street/Hartwell Avenue Intersection Pedestrian Crossing (20 min.)
5. MBTA Letter Regarding Town Meeting Resolution for Additional Service to Lexington (5 min.)
6. Joint Discussion with Planning Board – Fill Vacancy on Planning Board (20 min.)
7. Discuss 21 Muzzey Street Proposed Development (20 min.)
8. Elimination of Disposition/Burial Permit Fee (5 min.)
9. Approve Increase in Authorization for PEG Access Revolving Fund (5 min.)
10. Approve Limousine License Renewal – R&M Ride (5 min.)
11. Approve and Sign Eagle Letter Congratulating Justin Krasinski (5 min.)
12. Town Manager Appointment – Council on Aging (5 min.)
13. Liaisons and Memberships on Boards and Committees (5 min.)
14. Approve Changes to 2020 Vision Committee Charge (5 min.)
15. Approve Selectmen Committee Changes (5 min.)
 - a. Approve Revised Charge of the Monuments and Memorials Committee
 - b. Resignation/Appointments – Monuments and Memorials Committee
 - c. Resignation/Appointment – Fund for Lexington
 - d. Resignation – HATS
 - e. Resignation/Appointments – Town Report Committee
 - f. Reappointment – Munroe Center for the Arts

9:45 p.m. CONSENT AGENDA (5 min.)

1. Water and Sewer Commitments and Adjustments
2. Approve Use of Battle Green – LexFun Halloween Parade
3. Delegate Street Performer Licensing to Town Manager's Office (Chapter 76-3 of the Code of the Town of Lexington)
4. Approve Cost of Living Adjustment for Non-Represented Staff Omitted from the List Voted on June 30, 2014
5. Approve Lexington Minute Men Request for Cannon Salutes on Battle Green
6. Approve Selectmen Minutes
7. Approve Selectmen Executive Sessions Minutes

9:50 p.m. ADJOURN

The next regular meeting of the Board of Selectmen is tentatively scheduled for Monday, August 25, 2014 in the Selectmen's Meeting Room, 1625 Massachusetts Avenue.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.1

SUBJECT:

Omni Crushed Grapes Liquor License Hearing

EXECUTIVE SUMMARY:

The Property Owner for 411 Waltham Street (Omni's Crushed Grapes and More) notified me that the business had closed. See attached information which includes: legal notice put in the Lexington Minuteman, fax/letter from Omni's Attorney, Jeffrey Schaffer, letters sent to Omni's Crushed Grape manager/owner, and a copy of MGL Chapter 138 Section 77. I expect Mr. Schaffer to attend this hearing. The Property Owner and/or his Attorney may also attend this hearing.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to cancel the Retail Package Goods Liquor License of J&T Enterprises of Massachusetts, Inc. d/b/a Omni's Crushed Grapes and More, 411 Waltham Street.

STAFF FOLLOW-UP:

Selectmen's Office

**411 WALTHAM STREET
LEGAL NOTICE
Town of Lexington
BOARD OF SELECTMEN**

In accordance with the requirements of the General Laws, Chapter 138, as amended, pertaining to the issuance of licenses for the sale of alcoholic beverages not to be drunk on the premises, notice is hereby given of the possible cancellation of a package store all alcohol liquor license because of the cessation of J&T Enterprises of Massachusetts, Inc. d/b/a Omni Crushed Grapes and More, 411 Waltham Street. The Public Meeting on the matter will be held in the Selectmen's Meeting Room, 1625 Massachusetts Avenue, Lexington, on July 28, 2014 at 7:00 p.m.

Board of Selectmen

AD#13147690
Lexington Minuteman 7/17/14

Jeffrey Schaffer

From: Jeffrey Schaffer
Sent: Friday, June 27, 2014 4:00 PM
To: 'selectmen@lexingtonma.com'

FAX # (781) 863-9468

Hello Ms. Pease: Attached is my letter as promised earlier today. If you or any of the Selectmen have any questions or concerns to be addressed before the hearing, please have them get in touch with me. Thank you. Jeff

Jeffrey K. Schaffer
Phone (508) 251-1828
Cell (508) 439-9963

JKS Legal
PO Box 1474
Westborough, MA 01581
www.jkslegal.com

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Jeffrey Schaffer
business attorney

June 27, 2014

Ms. Linda A Pease
Executive Clerk
Town of Lexington
1626 Massachusetts Avenue
Lexington, Massachusetts 02420

Re: Omni Crushed Grapes and More, 411 Waltham Street

Dear Ms. Pease:

I am confirming my call today in response to your letter to Adam Der Avedisian of June 20, 2014 regarding the above. I have represented J&T Enterprises, Inc. of New Hampshire, and its liquor license holding company, J&T Enterprises, Inc. of Massachusetts, Inc. for the past 20 years.

I confirm your advice that Crushed Grapes and More has closed as has Omni Foods Supermarkets, in Weston center. J&T has ceased its retail operations and is in the process of winding down its business. One of the projects I am very involved in is the sale of the assets of the company including the opportunity available to a buyer of the assets of Crushed Grapes. We have been actively marketing the opportunity through potential transactions fell through, Jeff is optimistic that a sale will be effected in due course.

To confirm our conversation, we are planning on attending the next available meeting of the Local Licensing Authority (the Selectmen), at 7:00 p.m. on Monday, July 14 at 7:00 p.m. Please feel free to call me with any questions or concerns regarding this matter.

Sincerely,

Jeffrey K. Schaffer

JULY 28
PER VOICE
MAIL FROM
MS PEASE
7/9
JH



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

Jeffrey K. Schaffer,
marlborough jkschaffer@
508-751-1828 jkslegal.
westborough com
508-898-9900

DEBORAH N. MAUGER, CHAIRMAN
PETER C.J. KELLEY
NORMAN P. COHEN
JOSEPH N. PATO
MICHELLE L. CICCULO

June 25, 2014

TEL: (781) 698-4580
FAX: (781) 863-9468

Jack Der Avedisian
22 Adams Avenue
Watertown, MA 02472

Re: Omni Crushed Grapes and More, 411 Waltham Street

Dear Mr. Der Avedisian:

It has come to the attention of the Board of Selectmen that Omni Crushed Grapes and More, located at 411 Waltham Street, is no longer open and operating as a package store with an all alcoholic liquor license.

I am sending you this letter because I was informed by Suren Der Avedisian that you were the Owner of the Omni Crushed Grapes and More in Lexington. The enclosed letter was mailed and emailed to the Manager of the Omni Crushed Grapes and More in Lexington (Adam Der Avedisian) on June 20, 2014.

The law allows the Local Licensing Authority (the Selectmen) to cancel a liquor license if the licensee ceases to conduct the licensed business. The Selectmen plan to schedule a hearing very soon to discuss whether the license should be cancelled. We will work with you to establish a date for the hearing if we hear back from you by June 30, 2014. If you do not respond by that time, we will set the date of the hearing and notify you of the time. Any decision of the Local License Authority can be appealed to the Alcoholic Beverages Control Commission (ABCC).

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Lynne A. Pease
Executive Clerk

LAP

Enclosure

cc: ABCC
M. Ferro, Police
C. Valente, Town Manager
M. Tintocalis, Economic Development Director
S. Potter
E. Grant, Attorney

Lynne Pease

From: Suren Avedisian <avedisian@msn.com>
Sent: Wednesday, June 25, 2014 11:14 AM
To: Lynne Pease
Subject: Re: Closure of Omni Crushed Grapes & More

Lynne

I will have Adam contact you directly. I have also forwarded your letter to the attorney for the company and the owner since Kirk, Adam, and myself are no longer employed by the company. I would expect that the selectmen will here from the company attorney, Jeff Schaffer, or the owner, Jack Der Avedisian. Jack does not have email but he can be reached at 22 Adams Avenue, Watertown, MA 02472.

Sent from my iPhone

On Jun 20, 2014, at 1:51 PM, Lynne Pease <LPEASE@lexingtonma.gov> wrote:

Adam,

Attached is a letter regarding the closure of your store. Please contact me to discuss. This letter is being sent by certified mail to your home address today also.

Lynne A. Pease

Selectmen's Office
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420
email selectmen@lexingtonma.gov
phone 781-698-4580
fax 781-863-9468

<Closure-OmniCrushedGrapes.PDF>



Town of Lexington, Massachusetts

OFFICE OF SELECTMEN

DEBORAH N. MAUGER, CHAIRMAN
PETER C.J. KELLEY
NORMAN P. COHEN
JOSEPH N. PATO
MICHELLE L. CICCULO

June 20, 2014

TEL: (781) 698-4580
FAX: (781) 863-9468

Adam Der Avedisian
49 Sanderson Road
Lexington, MA 02420

Adam Der Avedisian
Omni Crushed Grapes & More
411 Waltham Street
Lexington, MA 02421

Re: Omni Crushed Grapes and More, 411 Waltham Street

Dear Mr. Der Avedisian:

It has come to the attention of the Board of Selectmen that Omni Crushed Grapes and More, located at 411 Waltham Street, is no longer open and operating as a package store with an all alcoholic liquor license.

The law allows the Local Licensing Authority (the Selectmen) to cancel a liquor license if the licensee ceases to conduct the licensed business. The Selectmen plan to schedule a hearing very soon to discuss whether the license should be cancelled. We will work with you to establish a date for the hearing if we hear back from you by June 30, 2014. If you do not respond by that time, we will set the date of the hearing and notify you of the time. Any decision of the Local License Authority can be appealed to the Alcoholic Beverages Control Commission (ABCC).

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Lynne A. Pease
Executive Clerk

LAP

cc: ABCC
M. Ferro, Police
C. Valente, Town Manager
M. Tintocalis, Economic Development Director
S. Potter
E. Grant, Attorney



Print

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE XX** PUBLIC SAFETY AND GOOD ORDER**CHAPTER 138** ALCOHOLIC LIQUORS**Section 77** Cancellation of license upon cessation of licensed business

Section 77. The licensing authorities may, after hearing or reasonable opportunity therefor, cancel any license issued under this chapter if the licensee ceases to conduct the licensed business. If the local licensing authorities determine that a license should be cancelled as aforesaid the licensee may appeal to the commission as if such authorities had refused to grant the license upon an original application therefor, and the decision of the commission upon such appeal shall be final.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

PRESENTER:

Mark Sandeen
Dan Voss

ITEM NUMBER:

I.2

SUBJECT:

Review and Approve Energy Management Services Contact (Solar for Municipal and School Buildings)

EXECUTIVE SUMMARY:

- See attached presentation.
- Also included is an email from the liaisons for the financial committees who reviewed the financial arrangements.
- In addition:
 1. NSTAR has approved interconnection services agreements for all sites, and Ameresco has asked for the Time of Use Rate for the meters which will measure the solar output. Based on Mark's analysis, this rate will provide the highest net metering credits and most benefit to the Town;
 2. Rob wanted to make sure that in the event of the withdrawal of a building by the Town during the term of the agreement, the Buyer Termination payment would be net of the PILOT payments due for the remainder of the term. The schedule now includes this consideration.
 3. Ameresco has provided a spreadsheet showing the remove and re-install costs for the three high school buildings if they came off-line in 2022, 2023 and 2024.
 4. Ameresco has asked for a letter indicating the Town Manager's recommendation of approval to the Selectmen, in order to order equipment before new tariffs kick in. I have provided that letter (attached).
 5. In order to qualify for the public net metering cap, the first step is for the Town to apply to the DPU to be approved as a Municipality or Other Government entity. Staff is working with Ameresco on this submission.

(The full Solar Contract, 50+pages, is included on the on-line version of the Agenda packet and available from Lynne)

FINANCIAL IMPACT:

Provided in attached presentation.

RECOMMENDATION / SUGGESTED MOTION:

Authorize the Town Manager to enter into a Solar Power Purchase Agreement with Lexington Municipal Solar LLC and to approve all relevant documents and submissions on behalf of the Town including a Payment-in-lieu-of Taxes Agreement, for a 20 year term with up to three additional terms of 5 years each, subject to Town Meeting approval, and in accordance with the Town General bylaw Chapter 32-4.

STAFF FOLLOW-UP:

TMO and Finance

memo

To: Carl Valente, Town Manager, Town of Lexington MA

From: Alan Levine, Appropriation Committee, and Beth Masterman, Capital Expenditures Committee, acting as liaisons with respect to the Sustainable Lexington Committee Solar Project Financial Review

CC: Mark Sandeen, Chair, Sustainable Lexington Committee
Dan Voss, Chair, Sustainable Lexington Committee
Glenn Parker, Chair, Appropriation Committee
Jill Hai, Chair, Capital Expenditures Committee

Date: 6/25/2014

Re: Solar Task Force Appropriation Committee and Capital Expenditures Committee Review

Comments: As liaisons to the Solar Task Force, we met with Mark Sandeen and Dan Voss of the Sustainable Lexington Committee on June 17, 2014, for the purpose of a reviewing the Task Force's financial/economic analysis of the Rooftop Solar Project. Carl Valente was also present. Mark and Dan presented the economic model, largely in the form of Tables of Expected Net Savings, that is being used as the foundation for negotiations of a PPA (Power Purchase Agreement). The proposed agreement between Ameresco and the Town will govern the Town's purchase of electric power generated over a 20-year period.

Ample time and discussion were dedicated to understanding:

- How the financial model works,
- The degree of risk to both parties,
- How the Rooftop Solar Facility operations and savings might be impacted by construction or repair to the structures upon which the photovoltaic panels rest,
- The options available to the Town at the end of the 20-year contract,
- The roles, responsibilities, and attendant costs for operation and maintenance,
- Impact on insurance liability.

In addition to the June 17 meeting, Mark Sandeen met individually with each of us to address any questions and concerns we might have.

We found that the economic model showing that the proposed rooftop solar arrays would be favorable to the town appears to be founded upon thorough research, was satisfactory in terms of completeness, and that the assumptions appear to be reasonable. At this point, we concur that it is now reasonable for the Board of Selectmen to authorize the Town Manager to execute the rooftop solar agreement upon completion of Town Counsel's negotiations with the vendor based upon the reviewed economic model.

Carl Valente

From: Mark Sandeen <mark.sandeen@sustainablelexington.org>
Sent: Sunday, July 20, 2014 2:54 PM
To: Carl Valente
Subject: FW: Updated Financials

Carl,

Here is a note from Alan Levine regarding his recommendation after reviewing the revised numbers. I sent him two attached spreadsheets this afternoon showing the economics with the PILOT and without the PILOT.

Mark

From: Alan & Beth Levine <levfam4@rcn.com>
Date: Saturday, July 19, 2014 4:21 PM
To: Mark Sandeen <mark.sandeen@sustainablelexington.org>
Cc: Beth Masterman <bmasterman@me.com>, Beth Masterman <bmasterman@mac.com>, Alan Levine <aml@space.mit.edu>, Dan Voss <voss.dan@gmail.com>
Subject: Re: Updated Financials

Hi Mark,

I understand your explanation and trust you that it properly reflects the spreadsheets. I would need to compare spreadsheets w/ and w/o the PILOT side by side to see the differences. I could do that but I don't feel that it is necessary. I'll do it if you want me to.

The changes are minimal in terms of net effects as far as I can tell. Am I missing something important? I suppose I don't understand the reason for the PILOT if the net effect is a wash. Actually, it may be a transparent way to show that (a substitute for) property tax is included in the financial analysis.

If I'm not missing anything, then my earlier recommendation that the project is worth supporting still holds. Feel free to forward this message to Carl.

Please let me know if I can do anything else.

Best, — Alan

On Jul 19, 2014, at 10:56 AM, Mark Sandeen <mark.sandeen@sustainablelexington.org> wrote:

From: Mark Sandeen
Sent: Friday, July 18, 2014 7:40 PM
To: Beth Masterman, Alan & Beth Levine, Alan Levine
Cc: Dan Voss

Beth and Alan,

I believe we are quite close to having a final agreement with Ameresco. I spoke with Carl Valente yesterday and he asked me to send you an updated spreadsheet with the latest financial assumptions included.

Here are the big changes in the model.

1. The Town has decided that it would like Ameresco to pay for some of the savings from the solar arrays in the form of a PILOT payment. (Payment In Lieu Of Taxes). They have asked Ameresco to pay the Town \$30,000 a year for each of the 20 years of the Agreement.
2. That means that the rate we pay Ameresco for our solar electricity has been increased to \$0.1365 / kWh. When you combine these two changes – it comes out to pretty close to a wash over 20 years. As far as I can tell we will see about \$10K or \$15K more savings over 20 years with these two adjustments.
3. The PILOT is incorporated in the summary worksheets – All 0%, All 2.5%, All 3.5%, Expected 0%, Expected 2.5%, Expected 3.5%. The individual buildings do not show the PILOT payment, because it would be quite complicated to allocate the proper amount of PILOT to each one.
4. Ameresco has revised their buyout prices over the life of the Agreement. The buyout prices are now higher in the first 10 years of the agreement and lower in the last 10 years of the agreement – compared to the numbers you had previously reviewed. Again this works out to our advantage assuming we aren't going to tear the high school down in the first 10 years of the agreement.
5. Rob Addelson asked me to model the high school as 4 separate buildings – LHS Main, LHS Science, LHS Math, and LHS Foreign Language. The idea is that we may not take down all the buildings of the high school at one time – but would stage the rebuilding of the High School – maybe doing a new stage every two years... So I've broken out each LHS building so it stands on its own.

The overall economics are quite similar to the numbers you reviewed last time, but Carl asked me to send you the spreadsheets and ask you to review them and let him know if your previous recommendation still stands.

I will be meeting with Carl Valente on Monday at 4PM, so if you could let me know before then that would be great!

Mark



Town of Lexington
Town Manager's Office

Carl F. Valente, Town Manager
Linda Crew Vine, Deputy Town Manager

Tel: (781) 698-4540

Fax: (781) 861-2921

via email

To: Board of Selectmen

From: Carl Valente

Date: July 21, 2014

C: Kevin Batt
William Lahey
Mina Makarious
Rob Addelson
Mark Sandeen
Dan Voss
Patrick Goddard
Shawn Newell
Paul Ash

RE: Solar Projects

Contract negotiations with Ameresco, a solar development company based in Framingham, Massachusetts, have been completed by the negotiating team, led by Mark Sandeen and Dan Voss of the Sustainable Lexington Committee with participation by Rob Addelson, Shawn Newell and Town Counsel Kevin Batt.

Mark, Dan and Kevin recommend that the Town Manager, with the approval of the Selectmen, award the contract, as finalized in negotiations, to Ameresco. Ameresco proposes to install solar arrays on roofs of Bowman, Harrington and Estabrook Elementary Schools, Clarke Middle School, four High School buildings and Cary Library with an aggregate capacity of approximately 1.1 Megawatts (DC). The power purchase agreement with Ameresco runs for a term of 20 years (plus time for permitting and construction) and provides, with Town Meeting approval, for three renewal terms of 5 years each. The agreement provides for the Town to purchase the solar electricity produced by the arrays at a flat rate of \$0.1365 per kWh for the next 20 years. The Town will receive net metering credits for that solar electricity from NSTAR, currently at an effective annual rate of \$0.2217 per kWh. This rate has been increasing at an average rate of 2.5% per year over the past 25 years. In addition, the Town will receive \$30,000 per year in annual payments in lieu of taxes (PILOT). Mark has provided me with a favorable economic analysis of the transaction. Over a 20 year period, the net savings to the Town will

be \$3.2 to \$3.8 million. If the Town exercises the option for an additional 5 years, the net savings to the Town will be approximately \$5.6 million.

In addition, the negotiated agreement with Ameresco provides the Town with the option to purchase one or more of the solar arrays on the 12th and 15th anniversaries and at the end of the 20 year term, or in the event that the Town proposes to demolish one or more of the buildings, on or after the 10th anniversary of commercial operation of the solar systems. Alternatively, if one or more of the buildings are to be demolished, the Town would have the option to pay Ameresco for the removal and re-installation of the arrays on new buildings. I have reviewed the analysis of removal and re-installation costs if each of three buildings at the high school were to be replaced in the years 2022, 2023 and 2024. Even in this 'less favorable' financial scenario, I would continue to recommend that the Selectmen approve the award of the power purchase agreement to Ameresco.

I have copied Jim Walker from Ameresco on this email so that he know the status of the Town's position regarding the PPA. Jim understands that action by the Board of Selectmen will be necessary to authorize the Town Manager to sign the PPA. Said action is scheduled for consideration at the Board's meeting on July 28, 2014.

SOLAR POWER PURCHASE AGREEMENT

THIS SOLAR POWER PURCHASE AGREEMENT (“*Agreement*”) is made and entered into as of this ___ day of _____, 2014 (the “*Effective Date*”) by and between the Town of Lexington, Massachusetts, with an address of 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, a municipal corporation of the Commonwealth of Massachusetts (“*Buyer*”) and Lexington Municipal Solar LLC, a Delaware limited liability company with an address of 111 Speen Street, Suite 410, Framingham, MA 01701 (“*Developer*”). Buyer and Developer are sometimes hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*”.

RECITALS

WHEREAS, Developer proposes to construct one or more solar photovoltaic generation units or facilities (individually, a “*Facility*” and collectively, the “*Facilities*”) with an aggregate generating capacity of up to approximately 1.1MW DC (0.9MW AC) (the “*Project*”) on the property or properties described in Attachment A hereto (each, a “*Property*” and together, the “*Properties*”);

WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (defined below), the Project will be comprised of one or more Net Metering Facilities (defined below), and will generate Net Metering Credits (defined below);

WHEREAS, Buyer prefers to be the Host Customer of the Facilities, if allowed by the Net Metering Rules;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the Attachments attached hereto, Buyer and Developer agree as follows.

Section 1. DEFINED TERMS; RULES OF INTERPRETATION

Capitalized terms used in this Agreement shall have the meanings ascribed to them in this Agreement, or as otherwise set forth below:

“*Affiliate*” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“*Agreement*” means this Power Purchase Agreement, including all attachments hereto.

“*Annual Facilities Degradation Factor*” means the factor expressed in percent by which the Guaranteed Annual Electric Output of the Facilities shall decrease each Contract Year as set forth in Attachment C.

“*Applicable Legal Requirements*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, tariffs, and other governmental consents, which may at any time be applicable to the Facility, or any part thereof or to any condition or use thereof, or a Party’s rights and obligations hereunder and all leases, permits and other governmental consents which are or may be required for the use and occupancy of the Properties and for the design, installation, operation, maintenance and removal of the Facilities.

“Bankrupt” means that a Party or other entity (as applicable): (i) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (ii) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due; (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (iv) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor’s rights, or a petition is presented for its winding-up, reorganization or liquidation, which proceeding or petition is not dismissed, stayed or vacated within twenty (20) Business Days thereafter; (v) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights; (vi) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets; (vii) has a secured party take possession of all or substantially all of its assets, or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of its assets; (viii) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (i) to (vii) inclusive; or (ix) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

“Billing Cycle” means the monthly billing cycle established by the LDC.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Buyer Termination Payment” means an amount payable by Buyer to Developer in the event of termination of this Agreement as a result of an Event of Default in accordance with Section 9, or as a possible Purchase Price in accordance with Section 13(e), as set forth in Attachment E-1 attached hereto.

“Claiming Party” has the meaning set forth in Section 8.

“Commercial Operation” means with respect to a Facility, that the Facility is capable of producing Electricity, is ready for regular, daily operation, has approval to interconnect to the LDC system, and has all relevant governmental approvals.

“Commercial Operation Date” means the first day on which each Facility is ready for Commercial Operation, as certified in writing by Developer to Buyer in a notice of Commercial Operation.

“Contract Year” means a 365-day period commencing on the Commercial Operation Date of the last Facility, and each subsequent 365-day period thereafter.

“Decommissioning Assurance” means financial security in the form of an escrow account, letter of credit, bond or other form of security reasonably acceptable to Buyer to be established as provided in Section 4(h)(1) of this Agreement and to be in the cumulative amount of \$216,000.00.

“Delivery Point” means, with respect to a Facility, the Developer Metering Device.

“Developer Metering Device” means with respect to the Facilities, any and all revenue quality meters installed by Developer between the inverter and the LDC Metering Device, which is needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by a Facility and delivered to the Delivery Point.

“Developer Termination Payment” means the payment made by the Developer to the Buyer in accordance with Section 9 and shown on Attachment E-2.

“Downgrade Event” means the occurrence of either of the following events: (i) Buyer was, on the date of this Agreement, rated at least Investment Grade, and Buyer ceases to be rated at least Investment Grade at any time during the Term, or (ii) Buyer was on the date of this Agreement not rated at least Investment Grade, and Buyer at any time during the Term fails (A) to maintain Performance Assurance of a type and in an amount reasonably required by Developer, or (B) fails to provide Financial Statements to Developer within twenty (20) Business Days of Developer’s written request therefore.

“Early Termination Date” shall have the meaning ascribed to it in Section 9.

“Effective Date” is the date first set forth in the introductory paragraph of this Agreement.

“Electricity” means the electricity generated by the Facilities and delivered to Buyer at the Delivery Point, as metered in whole kilowatt-hours (kWh) at the Developer Metering Device. The Electricity delivered to Buyer at the Delivery Point shall be deemed to be equal to the electric energy measured at the Developer Metering Device; actual energy losses between the Developer Metering Device and the Delivery Point shall not reduce the measurement of Electricity.

“Electricity Price” shall mean the price per kWh of Electricity delivered to the Delivery Point, as set forth in Attachment C attached hereto.

“Environmental Attributes” means the characteristics of electric power generation by the Facilities that have intrinsic value separate and apart from the energy and arising from the perceived environmental benefit of the Facilities or the energy produced by the Facilities including but not limited to all environmental attributes or renewable energy credits, including carbon trading credits, or certificates, emissions reduction credits, emissions allowances, green tags and tradable renewable credits, environmental and other attributes that differentiate the Facilities or energy produced by the Facilities from energy generated by fossil fuel based generation units, fuels or resources, characteristics of the Facilities that may result in the avoidance of environmental impacts on air, soil or water, such as the absence of emission of any oxides of nitrogen, sulfur or carbon or mercury, or other base or chemical, soot particulate matter or other substances attributable to the Facilities or the compliance of the Facilities or energy with the law, rules and standards of the United Nations Framework convention on Climate Changes or the Kyoto Protocol or the UNFCCC or crediting “early action” with a view thereto, or laws or regulations involving or administered by the Clean Air Markets Division of the Environmental Protection Agency or successor administrator of any state or federal entity given jurisdiction over a program involving transferability of rights arising from Environmental Attributes and Reporting Rights. Environmental Attributes does not include Environmental Incentives or Net Metering Credits.

“Environmental Incentives” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (ii) tax credits, incentives or depreciation allowances established under any federal or state law, (iii) fuel-related subsidies or “tipping fees” that may be paid to accept certain fuels, and (iv) other financial incentives in the form of credits, tax write-offs, reductions or allowances under applicable Legal Requirements attributable to the Facilities or Electricity, and all Reporting Rights with respect to such incentives. Environmental Incentives does not include Net Metering Credits.

“Event of Default” has the meaning set forth in Section 9.

“Facility” or **“Facilities”** have the meanings set forth in the recitals. For avoidance of doubt, except as otherwise expressly provided herein, the term “Facility” as used in this Agreement shall correspond with the term “Unit” as used in the Net Metering Rules.

“Facility Assets” means each and all of the assets of which a Facility is comprised, including solar energy panels, mounting systems, tracking devices, inverters, integrators and other related equipment and components installed on the Properties, electric lines and conduits required to connect such equipment to the Delivery Point and the LDC Facilities, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the Facilities.

“Facility Loss” means loss, damage or destruction of a Property, a Facility or any Facility Assets that in either case prevents or limits the Facility from operating in whole or in part, resulting from or arising out of casualty, condemnation or Force Majeure.

“Fair Market Value” means the fair market value of the Facilities, valued in place, as determined by an Independent Appraiser based on the average equipment value of solar energy facilities located in geographical proximity to the Facilities and comparable age, size and condition.

“Force Majeure” means any event or circumstance that prevents a Party’s ability to perform pursuant to this Agreement if such event or circumstance is beyond the Party’s reasonable control and is not the result of willful or negligent act or omission of the Party relying thereon as justification for not performing any obligation or complying with any obligation required of such Party under this Agreement and such Party had been unable to overcome such event or circumstances with the exercise of due diligence (including the expenditure of reasonable sums). "Force Majeure" events or circumstances may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, fire, explosion, flood, epidemics, unusually severe and extraordinary weather conditions, acts of government or regulatory authorities (but not including actions of Buyer under the provisions of this Agreement), and strikes or lockouts which materially affect, impact or impede obligations under this Agreement. Force Majeure will not be based on (i) Buyer’s inability to economically use Electricity purchased hereunder, (ii) Developer’s ability to sell Electricity at a price greater than the Electricity Price under this Agreement, (iii) changes in market conditions, or (iv) increases in the costs of construction, equipment or supplies for the Facilities.

“Governmental Authority” means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof (including but not limited to Buyer), and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

“Governmental Charges” means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges (but not including payments made to Buyer under the provisions of this Agreement), emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Electricity or this Agreement.

“Guaranteed Annual Electric Output” means the minimum amount of electricity that is guaranteed by the Developer to be generated by the Facilities in a Contract Year, as set forth in Attachment C.

“Host Customer” shall have the meaning given this term in the Net Metering Rules.

“Hazardous Materials” means those substances defined, classified, or otherwise denominated as a “hazardous substance”, “toxic substance”, “hazardous material”, “hazardous waste”, “hazardous pollutant”, “toxic pollutant” or oil in the Applicable Legal Requirements or in any regulations promulgated pursuant to the Applicable Legal Requirements.

“Independent Appraiser” means an individual qualified by education, certification, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the Facilities. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three (3) years before his appointment have been) a director, officer or employee of, or directly or indirectly retained as consultant or adviser to, Developer, any Affiliate of Developer, or Buyer.

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of the lesser of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of the The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus two (2) percentage points, or (ii) ten percent (10%). In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate selected by Buyer and reasonably acceptable to Developer. The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred and sixty-five (365) days and the actual number of days for which such interest is due.

“LDC” means the regulated electric local distribution company that provides electric distribution service to the Buyer, as set forth in Attachment C.

“LDC Facilities” means the electric distribution system operated and maintained by the LDC.

“LDC Metering Device” means one or more meters furnished and installed by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Host Customer and delivered by the Host Customer to the LDC.

“License” means the license for the use of the Properties granted by Buyer to Developer, as further described in Section 4(b).

“Licensed Area” means the area on the Properties in which Buyer grants Developer a license to install and operate the Facilities.

“Net Metering” shall have the meaning set forth in the Net Metering Rules.

“Net Metering Cap Relief” shall have the meaning set forth in Section 3(c)(xi).

“Net Metering Credit” shall mean the applicable monetary value of an excess kilowatt-hour of electricity, determined in accordance with the Net Metering Rules.

“Net Metering Facility” and **“Net Metering Facility of a Municipality or other Governmental Entity”** shall have the meanings set forth in the Net Metering Rules.

“Net Metering Rules” means collectively, M.G.L. c.164, section 138-140 and 220 CMR 18.00 et seq., orders issued by the Massachusetts DPU relating to Net Metering, and the associated net metering tariff of the LDC, as same may be amended.

“Outside Commercial Operation Date” means June 30, 2015, subject to the provisions of Section 4(a) hereof.

“Outside Construction Commencement Date” means 180 days from the Effective Date.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“Performance Assurance” means collateral in the form of either cash, letter(s) of credit, or other security reasonably acceptable to Developer.

“Production Shortfall” means the amount, expressed in kWh, by which the actual amount of Electricity generated by the Facilities in any Contract Year is less than the Guaranteed Annual Electric Output.

“Properties” has the meaning set forth in Attachment A.

“Private Cap Allocation” means an assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Private Cap (as defined in the Net Metering Rules) upon the Host Customer’s receipt of notice of authorization to interconnect from the LDC.

“Public Cap Allocation” means an assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Public Cap (as defined in the Net Metering Rules) upon the Host Customer’s receipt of notice of authorization to interconnect from the LDC.

“Purchase Price” shall have the meaning ascribed to it in Section 13 of this Agreement.

“Release” means any release, migration, seepage, discharge, disposal, leak or spill of Hazardous Materials, including without limitation as any of the foregoing may be defined in or pursuant to any of the Applicable Legal Requirements.

“Reporting Rights” means the right of Developer to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, to the extent that such Acts provide such rights, or under any present or future domestic, international or foreign emissions trading program, that Developer owns the Environmental Attributes and the Environmental Incentives associated with Electricity produced by the Facilities.

“Schedule Z” shall have the meaning set forth in Section 4(l).

“Shortfall Payment” shall have the meaning set forth in Section 5(f).

“Term” shall have the meaning set forth in Section 3 herein.

“Termination Date” means the earlier to occur of (i) the last day of the Term, (ii) the date of termination of this Agreement as the result of an Event of Default, and (iii) the date of termination pursuant to Section 8 or the Transfer Date pursuant to Section 13 herein.

Section 2 FACILITY DESCRIPTION

(a) This Agreement provides the terms and conditions upon which the Developer may, subject to satisfaction or waiver of the conditions precedent below, construct and install the Facilities. A preliminary description of the Facilities is set forth in Attachment B hereto.

(b) The Parties acknowledge and agree that, other than with respect to the calculation of the Guaranteed Annual Electrical Output and any Shortfall Payment, each Facility shall be treated separately and independently from each other Facility for all purposes under this Agreement. Without limiting the generality of the foregoing, the Parties acknowledge and agree that, among other things, for purposes of Section 9 (Events of Default) of this Agreement, the Parties shall have the right to terminate this Agreement and to exercise remedies for default as provided in Section 9 only as to the applicable Facility and the calculations pursuant to the Termination Payment will be made as to the applicable Facility, provided however that nothing herein shall prohibit either Party from terminating this Agreement with respect to more than one or all of the Facilities, to the extent that an Event of Default affects more than one or all of the Facilities. The Parties further agree, with respect to the Facility to be installed at the Lexington High School Property, that such Facility may be treated as four separate Facilities for certain purposes under this Agreement, including with respect to Buyer's exercise of the Purchase Option under Section 13 hereof, and with respect to the payment of the Buyer Termination Payment or the Developer Termination Payment in the event this Agreement is terminated, as permitted herein, with respect to one but not all of the Facilities installed on the buildings comprising Lexington High School.

Section 3 TERM

(a) Term. The term of this Agreement (the "*Term*") shall commence on the Effective Date and shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date of the last Facility, or such earlier date provided herein. The Term may be extended by mutual written agreement of the Parties for up to three (3) additional terms of up to five (5) years each, subject to the approval by Town Meeting (or any other then-required approval) of any such renewal term, including the provisions and conditions thereof.

(b) Without constituting a default under this PPA, and without liability of either Party to the other Party (except for amounts then due under this PPA), Developer shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Term upon the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Electricity to federal or state regulation of prices and/or services.

(c) Conditions Precedent. The obligation of Developer to commence construction on a Facility hereunder (and with respect to subparagraph (c)(xii) below), the obligation of Developer to commence selling Electricity hereunder) and the obligation of Buyer to commence purchasing Electricity hereunder is, as applicable in each case, subject to the fulfillment of each of the following conditions precedent:

(i) Developer shall have obtained financing on terms acceptable to Developer in its sole discretion. For the purposes of this subparagraph (c)(i), financing may include debt financing, equity financing, tax equity financing, loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, mortgages, interest rate exchanges, or swap agreements, and any other documents relating to the development, bridge construction or the permanent financing for the construction and operation of the Facilities;

(ii) Developer shall have received and approved the most recently available Financial Statements of Buyer;

(iii) Developer shall have obtained all permits, licenses and other approvals required by Applicable Legal Requirements and from the LDC and owner of the Properties for construction, installation and operation of the Facilities;

(iv) Developer shall have determined that the roofs of the buildings at the Properties have sufficient load-bearing capacity to support the Facilities and all related foot traffic and construction activities and/or the infrastructure of the buildings at the Properties can support the Facilities;

(v) Developer shall have determined that no upgrades are required to Buyer's existing electrical infrastructure, structural infrastructure or roofs, it being acknowledged by both Parties that neither Party shall be under any obligation to pay for any required upgrades, but that this condition may be satisfied if either Party agrees to implement any necessary upgrades at its own cost, or if the Parties agree to share the costs of such upgrades;

(vi) the LDC requires material changes in plans and/or specifications to the Facilities or the interconnection of Buyer's facilities which requires additional costs or fees, in excess of \$1,000 per Facility, which in Developer's sole discretion are unreasonable, except if Buyer agrees to pay for such LDC mandated costs;

(vii) Buyer shall have entered into all contracts and delivered all other documents required by the LDC in connection with this Agreement and the transactions contemplated hereby (the "Utility Documents") to the reasonable satisfaction of Developer, or the LDC shall have waived the requirements for such Utility Documents;

(viii) Without limiting the foregoing condition, Buyer shall have delivered a copy of the executed Schedule Z and Customer Interconnection Acknowledgement Agreement;

(ix) Developer shall have entered into all contracts for procurement, construction and installation of the Facilities;

(x) Developer shall have satisfied itself that the Facilities, if constructed, would not be in violation of zoning or land use laws applicable to the Properties, it being acknowledged by Buyer that Developer is under no obligation to apply for or obtain zoning relief;

(xi) Buyer shall have applied for and received a Public Cap Allocation; Developer shall assist Buyer in applying for the Public Cap Allocation and shall pay all reservation fees to apply and maintain the Public Cap Allocation, and such Public Cap Allocation shall not have lapsed due to any delays in construction and/or commercial operation; provided that, if the Massachusetts Legislature should pass a bill providing that no aggregate net metering cap shall apply to solar net metering facilities (the "**Net Metering Cap Relief**"), and such Net Metering Cap Relief is made effective by the Massachusetts Department of Public Utilities and the Net Metering Rules amended accordingly, then the condition precedent set forth in this Section 3(c)(xi), and any other provision of this Agreement referring to a Public Cap Allocation, a net metering cap, or similar language, including, without limitation, the provisions of Section 4(l) hereof, shall be of no further force and effect as if the same had not been included in this Agreement, and provided further that, if such Public Cap Allocation is not available as anticipated, Developer shall apply for a Private Cap Allocation and the provisions of this subsection (xi) shall be deemed to apply to such Private Cap Allocation;

(xii) the Project shall have qualified under, and Buyer and Developer shall each have taken actions within their respective control to cause the Project to qualify under, the so-called SREC-II program administered by the Department of Environmental Resources (DOER) described in 225 CMR 14.00 et seq., Renewable Energy Portfolio Standard – Class I, as same may be amended from time to time;

(xiii) Buyer and Developer shall have entered into a payment in lieu of taxes ("PILOT") agreement;

(xiv) Developer shall have designed and the LDC shall have approved, on terms satisfactory to Developer and Buyer, the interconnection of each Facility such that the Facility delivers Electricity to

the LDC through the LDC Metering Device, and any Electricity delivered to the Facility from the LDC is used only for operating the Facility's "parasitic" electric load, if any. ("**Virtual Net Metering Facility**"); and

(xv) Buyer shall have approved the final design of each Facility, in accordance with Section 4(a) hereof.

Either Party may waive any condition precedent applicable to it. The Party proposing to terminate this Agreement as the result of the non-fulfillment or failure of any of the above-referenced conditions precedent shall give the other Party written notice of the notifying Party's intent to terminate this Agreement due to non-fulfillment or failure of any such foregoing conditions, and shall include in such notice a detailed description of the efforts undertaken by the notifying Party to satisfy such condition or conditions (which efforts need only be commercially reasonable) and the reasons why such condition or conditions have not been satisfied. In the event either Party terminates this Agreement as permitted by this Section 3(c), the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

(d) The conditions precedent herein shall apply to each Facility. For clarity, the satisfaction of conditions precedent and commencement of performance obligations for any one Facility shall not be deemed their satisfaction for any other Facility.

Section 4 FACILITY OWNERSHIP, DESIGN, INSTALLATION, OPERATION, MAINTENANCE, AND REMOVAL

(a) Construction. Developer will use diligent and commercially reasonable efforts to (i) obtain all permits and financing for the Project, (ii) furnish all design, materials, supplies, tools, equipment, labor, and other services necessary for the installation and construction of the Facilities, and (iii) maintain the Facilities in good condition and repair and in accordance with Applicable Legal Requirements, industry standards applicable to the installation and maintenance of rooftop photovoltaic projects in the greater Boston, Massachusetts metropolitan area, and the terms of this Agreement. The Parties agree that, wherever used in this Agreement, "industry standards" are not limited to the optimum practice or method to the exclusion of others, but rather refer to commonly used and reasonable practices and methods in the geographical area set forth above. A preliminary aggregated construction schedule is attached hereto as Attachment F. As soon as practicable following the Effective Date hereof, Developer shall provide to Buyer an updated schedule of design, permitting, equipment procurement, construction and commissioning activities for each Facility, indicating appropriate milestones and durations for each activity. Failure to meet the Outside Construction Commencement Date or the Outside Commercial Operation Date, which failure is not caused by Force Majeure, delays by the LDC in approval and execution of the interconnection agreement, or any other delay caused by LDC or Buyer, shall entitle either Party to terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party with no further liability of either Party. In addition, if Developer fails to meet the Outside Commercial Operation Date, which failure is not caused by Force Majeure, delays by the LDC in approval and execution of the interconnection agreement, or any other delay caused by LDC or Buyer, Buyer may elect, for a period not to exceed ninety (90) days and in lieu of exercising its right to immediate termination during such time, to assess liquidated damages in an amount equal to Two Hundred Twenty- Three Dollars (\$223.00) per day for each day of delay past the Outside Commercial Operation Date.. Prior to the commencement of construction, Developer shall coordinate with and receive input from the Buyer's designated technical staff and submit final Facility design drawings for approval by the Buyer, such approval not to be unreasonably withheld, conditioned or delayed. Said Facility design shall provide that no so-called parasitic load exceed 10 KW. Developer shall coordinate the construction with Buyer so as to minimize disruption to Buyer's activities and adhere to the access rules and conditions in Attachment G. Developer shall coordinate project meetings with a representative of the Buyer to discuss the status and progress of the Project and to

address issues that may arise during construction. On a daily basis and upon completion of the construction of the installation of the Facilities, Developer shall remove all debris, tools, and packaging. Buyer acknowledges that construction and initial operation of the Facilities is subject to (i) delays by the LDC in approving interconnection of the Facilities, (ii) Force Majeure events, or (iii) delays caused by Buyer. Buyer, or its designee, shall have the right to inspect each Facility upon completion of construction and prior to Commercial Operation to ensure substantial compliance with the final design, as approved, or with approved modifications to such final design, and to ensure the safety of each Facility. Such inspection shall be performed by Buyer or its designee as expeditiously as practicable following notice by Developer of substantial completion, and in any event shall be completed during Developer's commissioning process with respect to each such Facility.

(b) Title to Facilities. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Facilities, Environmental Attributes, and tax benefits associated with the Facilities shall be with the Developer. Developer shall be the legal and beneficial owner of the Facilities, which Facilities will at all times retain the legal status of personal property of Developer as defined under Article 9 of the Uniform Commercial Code. The Facilities will not attach to or be deemed a part of, or a fixture to, the Properties notwithstanding the manner in which the Facilities are or may be affixed to real property of Buyer. If there is any mortgage or fixture filing against the Properties which could reasonably be construed as prospectively attaching to the Facilities as a fixture, Buyer shall provide a disclaimer or release from such lienholder. Buyer will not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of Electricity from the Facilities, owner of the Properties, Licensor under the License or Governmental Authority pursuant to its local regulatory jurisdiction. Buyer authorizes Developer to file a precautionary UCC financing statement which shall disclaim the fixture status of the Facilities. The parties intend this Agreement to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code.

(c) Cooperation Regarding Authorizations. Developer will prepare, file and manage applications for all permits, approvals, registrations and other related matters under the SREC-II program, the System of Assurance of Net Metering Eligibility, the LDC and any other Governmental Authority and, to the extent necessary, Developer will do so on behalf of Buyer. Developer and Buyer agree to seek approval from the LDC for the Facility to receive Optional Time-Of-Use rate classification (currently designated the B-5 rate class). Buyer agrees to reasonably cooperate with Developer in preparing such applications and securing such permits, approvals and registrations, including without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law and if necessary, and subject to Applicable Legal Requirements, Buyer shall designate Developer as its agent in obtaining all permits, approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby. The Parties agree that, if the Net Metering Relief is not passed and the Net Metering Rules amended as provided in Section 3(c)(xi) above prior to the date on which the interconnection agreement is entered into with the LDC, the Parties intend to file the Project as a public net metering project, subject to availability under the public net metering cap. If there is insufficient availability under the public net metering cap, the parties shall proceed to file the Project as a private net metering project, and shall restructure the Project to permit Developer to sell the net metering credits to Buyer through an affiliate of Developer, if necessary to comply with the Net Metering Rules. In the event the Project is filed as a private net metering project as provided herein, the Developer shall act as Host Customer. In any event, the Parties shall work cooperatively to address any issues arising from the Net Metering Rules so as to proceed with the Project.

(d) License; Access; Other Rights.

(1) Buyer hereby grants to Developer and Developer's employees, contractors, consultants, invitees and designees ("Developer's Designees"), a license ("**License**") to enter upon the Properties to construct, install, maintain, operate and remove the Facilities. The area of a Property upon which a Facility will be located (in each case, the "**Licensed Area**") consists of (i) rooftop space of the building

on the Property, (ii) other space either inside the building or elsewhere on such Property for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment, communication lines and other necessary and convenient equipment and appurtenances (“*Cabling Space*”). A preliminary depiction of such rooftop space within the Licensed Area and the respective Facilities at each of the Properties is shown on Attachment B hereto. After construction, Developer shall provide updated drawings of the rooftop space and Facilities at each Property.

(2) Buyer hereby grants to Developer and Developer’s Designees rights of ingress and egress over and across each Property to and from the respective Licensed Areas from all public roads serving the Property, subject to access rules and conditions set forth in Attachment G.

(3) Buyer hereby grants to Developer and Developer’s Designees the temporary use of additional space at each Property for construction laydown, storage of construction materials, parking of construction crew vehicles and trailers, such area to be agreed upon by the Parties prior to construction.

(4) Buyer hereby grants to Developer and Developer’s Designees the use of Developer’s water supply already available at the Properties for purposes of construction, cleaning and maintenance of the Facilities.

(5) During the Term, Buyer shall not grant any license or other interest in and to the Properties that would interfere with the License granted to Developer or that interferes with other rights granted to Developer under this Agreement. Buyer shall not cause or permit any shading of the Facilities or permit any obstruction or interference with direct sunlight to the Facilities.

(6) Subject to the access rules and conditions in Attachment G, Developer and Developer’s Designees shall have access to the Properties pursuant to the License for the purpose of planning, constructing, operating, inspecting, maintaining, repairing and removing the Facilities, and to any documents, materials and records of Buyer relating to the Properties that Developer reasonably requests in conjunction with these activities.

(7) At Developer’s request or at the request of Developer’s lenders, Buyer agrees to execute a notice of License and other access rights granted to Buyer in the form of Attachment D, and consents to the recording of such document in the land records of the county where the Licensed Area is located.

(e) Security. Buyer shall at all times comply with all safety and other operating procedures established by Developer, for which notice shall be provided in accordance with Section 20 “Notices”, herein, and all Applicable Legal Requirements. Rules and conditions for Developer’s access to the Properties are included in Attachment G.

(f) Operations Manual; Training. Within sixty (60) days following the Commercial Operation Date with respect to the last Facility, , and at the expiration of the Term hereof, if Buyer exercises the Purchase Option as provided in Section 13 hereof, Developer shall deliver to Buyer a current operation, maintenance and parts manual for the Facilities. In addition, in either case, Developer will train Buyer’s representative(s) on Buyer operations and monitoring (for informational purposes only) and emergency preparedness and response, it being acknowledged by Buyer that Buyer shall not operate the Facilities, except in the case of an emergency where immediate action on the part of the Buyer is reasonably necessary for safety reasons. In the event of an emergency where immediate action on the part of Buyer is reasonably necessary for safety reasons, Buyer may, but is not obligated to, shut down or disconnect the Facilities and provide notice to Developer as soon as reasonably possible, and in any event within twenty-four (24) hours following such emergency, but otherwise

Buyer shall not be permitted to perform any maintenance or repair on the Facilities. Any lost production resulting from Buyer's emergency shutdown shall not be the subject of a claim for lost revenue by Developer unless Buyer does not notify Developer as required in this subsection.

(g) Notice of Commercial Operation. Subject to the provisions of this Agreement, Developer shall notify Buyer when the each of the Facilities achieve Commercial Operation ("**Notice of Commercial Operation**"), and shall in such notices state the Commercial Operation Date.

(h) Removal of the Facilities. Except as otherwise provided herein, including, without limitation, in the event of Buyer's exercise of the Purchase Option as provided in Section 13 hereof, Developer shall, within ninety (90) days following the expiration or earlier termination of the Term (subject to Developer's receipt of all necessary permits and approvals and the required access to the Properties and Facilities), and at Developer's sole cost and expense, except as otherwise provided herein, remove all of the tangible property comprising the Facilities, including mounting and support structures, exterior conduits and other related infrastructure, from the Properties and restore the Properties to their original respective conditions, normal wear and tear excluded.

(1) Not later than the fifteenth (15th) anniversary of the Commercial Operation Date of the last Facility, Developer shall establish the Decommissioning Assurance, and shall select the form of such Decommissioning Assurance, subject to the approval of Buyer, not to be unreasonably withheld, conditioned or delayed. Failure to timely establish and/or fund in accordance with this paragraph such Decommissioning Assurance shall constitute an Event of Default by Developer, for which the Buyer shall be entitled to exercise any of the remedies for default afforded under Section 9. Thereafter, within 30 days after the beginning of the sixteenth (16th), seventeenth (17th), eighteenth (18th) and nineteenth (19th) Contract Years, Developer shall fund one-fourth of the required amount of the Decommissioning Assurance, provided that at the time of each one-fourth contribution no Event of Default by Buyer has occurred. If an Event of Default by Developer occurs at any time after the expiration of the first Contract Year, Buyer shall have the right to require Developer to fund one-fourth of the Decommissioning Assurance prior to the expiration of the Contract Year in which such Event of Default occurs, and thereafter to fund the remaining portion of the Decommissioning Assurance in one-fourth increments within thirty (30) days after the beginning of the next three (3) Contract Years. During Developer's removal of the Facilities and restoration of the Properties, Developer shall have the right to draw on the Decommissioning Assurance on a monthly basis to reimburse itself for the cost of such removal and restoration.

(2) Developer shall repair any damage it causes in connection with such removal not related to ordinary use and wear or damage by fire or other casualty.

(3) Not later than sixty (60) days after Developer's removal of the Facilities and restoration of the Properties is completed, Buyer shall release, disclaim or return to the Developer any remaining unexpended portion of the Decommissioning Assurance, including any interest accrued thereon.

(4) If Developer fails to remove or commence substantial efforts to remove the Facilities within one hundred and twenty (120) days after the expiration or earlier termination of this Agreement, for reasons other than Force Majeure, any Buyer delay or any inability to obtain any necessary permits or approvals or access to the Facilities, which shall excuse the Developer only for the duration of any such delay event(s), Buyer shall have the right, at its option, but exercisable only if Buyer has provided at least ten (10) days' prior notice to Developer of such election, to remove the Facilities and restore the Properties as contemplated by Section 4(h) hereof. Buyer shall remove the Facilities to a public warehouse or storage facility within a reasonable distance of the Properties, if Developer has so identified such warehouse or storage facility and has entered into an agreement with said warehouse or

storage facility to pay any and all storage costs. If Developer has failed to identify such warehouse or agreed to pay storage costs, the Facilities will be deemed abandoned, and Buyer shall have the right to sell the Facilities and retain proceeds from such sale. In addition, Buyer shall be entitled to access the Decommissioning Assurance to cover its reasonable costs in removing the Facilities, restoring the Properties and either transporting the Facilities to storage or disposing of them, as the case may be.

(5) The provisions of this Section survive expiration or termination of this Agreement until the actual removal of the Facilities has been completed hereunder.

(i) Developer Access. Developer shall be allowed immediate access to the Properties and the Facilities in connection with any emergency condition then existing with respect to the Facilities that could reasonably be expected to pose an imminent threat to the safety of persons or property.

(j) [Intentionally Deleted]

(k) Educational Program. Developer shall provide Buyer with Developer's standard Massachusetts-based educational program regarding the Facilities and their operation, incorporating substantially the same provisions as those set forth on Attachment H hereto.

(l) Net Metering Provisions.

(1) Host Customer. At Developer's request, provided the Project is filed as a public net metering project as anticipated by the Parties, Buyer shall take any reasonable action and execute any documents that are necessary to designate Buyer as the LDC customer of record for the LDC Metering Device and otherwise establish Buyer as the Host Customer for such Facilities for purposes of the Net Metering Rules. Developer shall prepare any such documents, including the LDC's net metering service application (the "Schedule Z") and Buyer shall reasonably cooperate with Developer's preparation of such documents, including, without limitation, by providing information on Buyer's existing other accounts with the LDC. Further Developer shall prepare an application with appropriate supporting documents for Public Cap Allocation for the Project, and Buyer shall reasonably cooperate with Developer's preparation of such documents. If the Parties are required to file the Project as a private net metering project as provided above, Developer shall take any reasonable action and execute any documents that are necessary to designate Developer as the LDC customer of record for the LDC Metering Device and otherwise establish Developer as the Host Customer for such Facilities for purposes of the Net Metering Rules.

(2) Net Metering Facility of a Governmental Entity. Buyer and Developer acknowledge that they will endeavor to file the Project as a Public Net Metering Facility(ies), but that the Project may have to be filed as a Private Net Metering Facility(ies), as determined under the Net Metering Rules. In either case, the Parties agree not to take any action inconsistent with such regulatory status of the Project (including, without limitation, terminating the Schedule Z or amending the Schedule Z in a manner inconsistent with such status). For the avoidance of doubt, the Parties acknowledge that pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Net Metering Facility of a Municipality or Other Governmental Entity may allocate Net Metering Credits to the account of any individual or of any entity that is not a city, town, federal agency or department, state agency or department, or any entity that is not approved by DPU as an "Other Governmental Entity."

(3) Net Metering Limit. Buyer and Developer acknowledge that, pursuant to the Net Metering Rules, the maximum amount of generating capacity currently eligible for net metering by a municipality or other governmental entity is the Public Net Metering Limit. Accordingly, Buyer covenants that, unless the Net Metering Rules are changed to increase such limit, it shall not serve as the

Host Customer of Net Metering Facilities (inclusive of the Project) with an aggregate capacity more than the Public Net Metering Limit.

(4) **Customer Interconnection Acknowledgement.** In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC Metering Device of another party, Developer shall be party to the interconnection service agreement and Buyer agrees, promptly following Developer's request, to enter into the customer interconnection acknowledgement agreement, if required, with the LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff as may be required by the LDC (the "***Customer Interconnection Acknowledgement Agreement***").

(5) **No Resale of Electricity.** The Electricity purchased by Buyer from Developer under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Developer.

(m) **No voiding of existing roof warranties.** Developer shall ensure that the Facility is designed and constructed so that no existing roof warranty is voided on account of the installation of the Facility. Developer shall consult, as may be necessary, with any company that has provided such roof warranty to the Buyer.

Section 5. PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

(a) **Purchase and Sale of Electricity.** Commencing on the Commercial Operation Date of the first Facility and continuing throughout the remainder of the Term, Developer shall sell and make available to Buyer, and Buyer shall purchase and take delivery of at the Delivery Point, all of the Electricity generated by the Facilities. Buyer acknowledges that Electricity produced by the Facilities is intermittent as available energy product and that Buyer is solely responsible for meeting any and all of its energy needs not met from Facilities-generated energy at Buyer's cost and expense.

(b) **Price for Electricity.** Notwithstanding any other provision of this Agreement, Buyer shall pay Developer for the Electricity, as metered at the Developer Metering Device, at the applicable Electricity Price.

(c) **Adjustments to Electricity Price.** In all cases, any adjustments in the Electricity Price shall be made to the nearest one ten-thousandth (1/10,000th) of a dollar.

(d) **Title and Risk of Loss of Electricity.** Title to and risk of loss of the Electricity will pass from Developer to Buyer at the Delivery Point. Developer warrants that it will deliver the Electricity to Buyer at the Delivery Point free and clear of all liens, security interests, claims, and other encumbrances.

(e) **Governmental Charges.**

(i) Developer is responsible for local, state and federal income taxes attributable to Developer for income received under this Agreement.

(ii) Buyer shall pay directly or reimburse Developer on an after-tax basis for all sales and use taxes that may be imposed by any Governmental Authority on the sale of Electricity to Buyer.

Buyer shall provide Developer with its exemption certificate or documentation which may be necessary for Developer to demonstrate to such Governmental Authority that no sales or use taxes should be imposed on Buyer as a municipal corporation.

(iii) If any real or personal property taxes are assessed against Developer due to Developer's ownership or operation of the Facilities or occupancy of the Properties, Developer will promptly submit to Buyer a written notice setting forth (A) the manner in which such taxes change Developer's costs to provide the Electricity, and (B) Developer's proposed adjustment to the Electricity Price. The parties explicitly agree that the Developer may offset assessments of real or personal property taxes with a commensurate increase in the Electricity Price, provided that it has supplied to Buyer the reasonable basis for such adjustment. The Parties intend to enter into a PILOT Agreement. The payment to be made under the PILOT Agreement is carried and included in the Electricity Price. In the event that the PILOT Agreement is, at any time during the Term hereof, determined to be invalid due to subsequent legislative action or a final judgment of a court of competent jurisdiction, and the Developer is responsible for the payment of real and personal property taxes assessed to the Licensed Area and/or to the Facilities, or is exempt from or subject to a different PILOT amount, a proportionate adjustment to the Electricity Price shall be made by Developer as follows:

Commencing on the beginning of the month after Developer's receipt of a property tax bill or assessment with respect to a fiscal year or on the effective date of any exemption, or modification of a PILOT payment, the Electricity Price shall be adjusted by an amount that is equal to (a) the total amount (in dollars) of such assessment, or \$0.00 in the event of a complete exemption, or the modified amount of a new mandated PILOT, minus the annual amount to be paid under the PILOT Agreement (\$30,000), divided by (b) the estimated Electricity to be produced by the Facilities for the same period of time covered by the assessment. Adjustments shall be rounded to the nearest one ten-thousandth ($1/10,000^{\text{th}}$) of a dollar. If such adjustment yields a positive amount, the Electricity Price shall be increased by such a positive amount. Conversely, if such adjustment yields a negative amount, the Electricity Price shall be decreased by such amount. At the end of a fiscal year during which Developer made an adjustment to the Electricity Price, the Parties agree to true up the prior fiscal year's Electricity Price increase based upon the actual Electricity produced from the Facilities for such prior year, and make any adjustments as necessary to the following year's Electricity Price to reflect such true up. In the event such tax assessment subsequently is adjusted by Buyer, the Electricity Price shall correspondingly be adjusted.

If this Agreement shall be terminated with respect to any Facility or portion of a Facility, except in the event of a termination due to a Developer default under Section 9, the PILOT payment shall be reduced by an amount equal to the product of (i) the total amount of the PILOT payment, and (ii) a fraction, the numerator of which is the system capacity size, measured in kilowatts, of the Facility or portion of a Facility being removed from service, and the denominator of which is the total system capacity size, measured in kilowatts, of all Facilities, including the Facility or portion of a Facility being removed from service. In the event of a Developer default, the PILOT payments for the remainder of the full Term shall be as set forth in Schedule E-2 hereto.

(iv) Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. Nothing herein however shall relieve Developer of customary fees for local permits. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

(f) Guaranteed Annual Electric Output.

(i) Developer guarantees that the Facilities will produce a Guaranteed Annual Electric Output in each Contract Year, as adjusted by the Annual Facilities Degradation Factor. On the first anniversary of the Commercial Operation Date for the last Facility and each anniversary of such last Commercial Operation Date thereafter during the Term (and any extension thereof), the Guaranteed Annual Electric Output shall be decreased by the Annual Facilities Degradation Factor. The Guaranteed Annual Electric Output, including the application of the Annual System Degradation Factor, is shown on Attachment C.

(ii) Subject to clause (iii) below, in the event that a Production Shortfall exists in any Contract Year, Developer shall be required to pay Buyer a payment equal to the product of:

(A) the amount, if any, in dollars per kWh by which (1) (i) the aggregate value of Net Metering Credit calculated for each billing periods or portion thereof that occurred in such Contract Year divided by (ii) the actual aggregate kWh produced by the Facilities and delivered to the Delivery Point in such Contract Year exceeds (2) the Electricity Price for such Contract Year, multiplied by (B) the Production Shortfall for such Contract Year (the "**Shortfall Payment**"); provided, that the amount under subclause (A) shall in no case exceed \$0.05 per kWh.

(iii) For purposes of calculating a Shortfall Payment under clause (ii) above, the Production Shortfall shall be adjusted downward due to failure, damage or downtime attributable to third parties, other than agents, subcontractors and suppliers of Developer, general utility outages or any failure of any electric grid, or Force Majeure. Within sixty (60) days after each Contract Year, Provider shall provide Customer with a reconciliation of all production by the Facilities, and include in such reconciliation the basis for any adjustments to the Guaranteed Annual Electric Output for such Contract Year. Payment of the Shortfall Payment, as described herein, shall be Buyer's sole remedy against Developer for failure to meet the Guaranteed Annual Electric Output. Notwithstanding the foregoing, Developer may install additional equipment on the Properties (including without limitation additional solar panels) to prevent or reduce future Production Shortfalls, upon approval by the Buyer, such approval not to be unreasonably withheld, conditioned or delayed, provided that the Licensed Area can reasonably accommodate such additional equipment or can be expanded in area without materially impairing the Buyer's uses of the Properties.

(g) Outages for Maintenance and Roof Repair or Replacement.

(i) The Parties agree that at any time during the Term of the Agreement, Buyer shall be afforded a period of up to five (5) days per Contract Year per Facility during which a designated Facility may be temporarily shut down and taken out of operation so that Buyer may perform minor roofing repair work on the Property on which such Facility is located. Buyer agrees to and shall pay Developer an amount with respect to such work equal to Developer's actual and documented removal, storage, and replacement costs. Buyer agrees to coordinate such minor repair work to minimize the period of time in which the Facility is taken out of operation and to mitigate the Developer's loss of revenues by attempting to schedule repair work during times of day when insolation is at a minimum.

(ii) If the Buyer requires that a Facility be temporarily shut down and taken out of operation for major repair or reconstruction of roofs for an amount of time exceeding five (5) days in a Contract Year, or if an appropriation has been duly authorized by Town Meeting (and/or other governing authority of the Buyer) to demolish the building on the Property on which such Facility is installed during the first ten (10) Contract Years (i.e., during any period in which Developer may have the ability to mint and sell SRECs with respect to the output of the affected Facility), Buyer agrees to and shall pay Developer an amount with respect to such work equal to Developer's actual and documented removal, storage, and replacement costs plus any estimated Electricity not delivered and any lost SREC revenue during such outage. After the expiration of the SREC period, provided the Buyer has chosen not to exercise a Purchase Option in accordance with Section 13, the Parties shall agree to a month-for-month extension of the Term hereof to offset lost revenues arising from any such shutdown. Following Buyer's notice to Developer containing an assurance that an appropriation has been made for payment of the estimated removal, storage, and replacement costs (plus amounts owed for estimated Electricity not delivered and any lost SREC revenue, if applicable) in the required amount, Developer shall arrange for removing, storing and re-installing the Facility at an existing building. Developer shall solicit at least two bids for such removal and re-installation work to demonstrate to Buyer the reasonableness of costs related thereto. Buyer shall reimburse Developer (or, at the Developer's option, make payment directly to the applicable contractor or vendor on Developer's behalf) for the actual documented costs of such removal, storage and reinstallation of the Facility (plus amounts owed for estimated Electricity not delivered and any lost SREC revenue, if applicable) within thirty (30) days following receipt of an invoice from Developer, including reasonably acceptable back up information, with respect thereto. In the event that the existing building has been demolished and the Buyer has chosen not to exercise a Purchase Option in accordance with Section 13, the Developer shall design and construct the Facility for the replacement building, at Buyer's cost. Buyer shall ensure that the replacement building allows for the re-installation of the Facility so that the Facility is able to produce equivalent amounts of Electricity, or shall compensate Developer for lost revenues, on account of the reduction in capacity of the Facility. Buyer shall provide at least ninety (90) days' prior notice of the need for such extended temporary removal. Notwithstanding the foregoing, Developer shall respond within 24 hours to any request from Buyer to turn off a Facility to permit Buyer to make emergency repairs to the roof of any Property. The Electricity output of the affected Facility shall be estimated by Developer for the period of such shutdown and such estimated output shall be added to actual Facility output for purposes of determining whether the Guaranteed Annual Electric Output has been satisfied.

(iii) The Parties recognize that during the Term of the Agreement, temporary (not to exceed three (3) consecutive business days) shut-offs of a Facility may be necessary as a result of emergency conditions affecting the LDC distribution system outside the control of the Parties and that such shut offs also may protect the Facility and the Property from damage ("**Emergency Shutoffs**"). In the event of an Emergency Shutoff, Buyer shall not be liable to Developer for any lost revenue during the period of any Emergency Shutoff. Any Electricity output of the Facility during such Emergency Shutoffs shall be estimated by Developer. Such estimated output shall be added to actual Facility output for purposes of determining whether the Guaranteed Annual Electric Output has been satisfied.

Section 6. ENVIRONMENTAL ATTRIBUTES

(a) Title to Environmental Attributes. All Environmental Attributes, Environmental Incentives and Reporting Rights relating to the Facilities or the Electricity, other than Net Metering Credits, if any, will be and remain property of Developer. Subject to Buyer's Facility purchase rights in Section 13, Developer shall have all right, title, and interest in and to any and all such Environmental Attributes, Environmental Incentives and Reporting Rights that relate to the Electricity during the Term.

(b) Reporting of Ownership of Environmental Attributes. Buyer shall not report to any Person that any Environmental Attributes, Environmental Incentives or Reporting Rights relating to the Electricity or the Facilities belong to any Person other than Developer.

(c) Further Assurances. At Developer's request, Buyer shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence Developer's right, title and interest in and to the Environmental Attributes, Environmental Incentives and Reporting Rights relating to the Electricity. If the standards used to qualify Environmental Attributes, or Environmental Incentives to which Developer is entitled under this Agreement are changed or modified, Developer shall use all commercially reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified, and Buyer shall cooperate as necessary with Developer in such efforts.

Section 7. METERING DEVICE AND METERING

(a) Metering Equipment. Developer shall provide, install, own, operate and maintain the Developer Metering Device. Developer shall maintain and test the Developer Metering Device in accordance with Applicable Legal Requirements. Developer shall assist Buyer in any discussions or negotiations with the LDC to reconcile the Net Metering Credits calculated by the LDC based on the LDC Metering Device to the actual kilowatt hours measured by the Developer Metering Device.

(b) Measurements. Readings of the Developer Metering Device shall be conclusive as to the amount of Electricity delivered to Buyer.

(c) Testing and Correction/Buyer's Right to Conduct Tests. Each Party and its consultants and representatives shall have the right to witness each test conducted by or under the supervision of Developer to verify the accuracy of the measurements and recordings of the Developer Metering Device. Developer shall provide at least ten (10) days prior written notice to Buyer of the date upon which any such test is to occur. Developer shall prepare a written report setting forth the results of each such test, and shall provide Buyer with copies of such written report not later than thirty (30) days after completion of such test.

(d) Standard of Metering Device Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the Metering Device:

(i) If either Party disputes the accuracy or condition of the Developer Metering Device, such Party shall so advise the other Party in writing setting forth in reasonable detail the reasons it believes the Developer Metering Device is inaccurate including the dates it discovered same.

(ii) The non-disputing Party shall, within fifteen (15) days after receiving such notice from the disputing Party, advise the other Party in writing as to its position concerning the accuracy of such Developer Metering Device and state reasons for taking such position.

(iii) If the Parties are unable to resolve the dispute, then either Party may cause the Developer Metering Device to be tested by an agreed upon and independent third party.

(iv) If the Developer Metering Device is found to be inaccurate by two percent (2%) or less, any previous recordings of the Developer Metering Device shall be deemed accurate, and the Party disputing the accuracy or condition of the Developer Metering Device shall bear the cost of inspection and testing of the Developer Metering Device.

(v) If the Developer Metering Device is found to be inaccurate by more than two percent (2%) or if such Developer Metering Device is for any reason out of service or fails to register, then (A) Developer shall promptly cause any Developer Metering Device found to be inaccurate to be adjusted to correct, to the extent practicable, such inaccuracy, (B) the Parties shall estimate the correct amounts of Electricity delivered during the periods affected by such inaccuracy, service outage or failure to register in accordance with Section 7(b) above (but for not more than six months prior), and (C) Developer shall bear the cost of inspection and testing of the Developer Metering Device in accordance with Section 7(c). If as a result of such adjustment the quantity of Electricity for any period is decreased (such quantity, the “*Electricity Deficiency Quantity*”), Developer shall reimburse Buyer for the amount paid by Buyer in consideration for the Electricity Deficiency Quantity by crediting such amount against Buyer’s payment obligations under this Agreement, and Developer shall bear the cost of inspection and testing of the Developer Metering Device. If as a result of such adjustment the quantity of Electricity for any period is increased (such quantity, the “*Electricity Surplus Quantity*”), Buyer shall pay for the Electricity Surplus Quantity at the Electricity Price applicable during the applicable Contract Year.

Section 8. LOSS, DAMAGE OR DESTRUCTION OF FACILITIES; FORCE MAJEURE

(a) Facility Loss.

(i) Developer shall bear the risk of any Facility Loss, except to the extent such Facility Loss results from the negligence of Buyer or Buyer’s agents, representatives, vendors, employees, or contractors (collectively, “*Buyer Misconduct*”).

(ii) Partial Loss. In the event of any Facility Loss that results in less than total damage, destruction or loss of the Facilities, this Agreement will remain in full force and effect with respect to such Facility and Developer will, at Developer’s sole cost and expense, subject to the provisions below, repair or replace the Facility as quickly as practicable. To the extent of any Facility Loss that results in less than total damage, destruction or loss of the Facility, and is caused by Buyer Misconduct, Buyer shall promptly upon demand therefor from Developer and subject to a sufficient appropriation or the receipt of insurance proceeds on account thereof, pay any and all costs and expenses of such repair or replacement, including any lost revenues for sales of Electricity and loss of Environmental Attributes, Environmental Incentives and Reporting Rights based upon the estimated energy production capacity of the affected Facility or Facilities in the relevant Contract Year. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer’s insurer or authorization of necessary appropriations therefor. If Buyer is unable to obtain the necessary insurance proceeds or authorize the necessary appropriations within a reasonable time, not to exceed one hundred eighty (180) days following any such Facility Loss, Developer shall have the right to terminate this Agreement on an additional thirty (30) days’ notice to Buyer. Upon such termination, Developer shall remove the Facility in question upon payment of the Buyer Termination Payment and shall invoice the Buyer for the actual removal Costs related to such Facility.

(iii) Total Loss. In the event of any Facility Loss that, in the reasonable judgment of Developer, results in total damage, destruction or loss of the Facility, Developer shall, within sixty (60) Business Days following the occurrence of such Facility Loss, notify Buyer whether Developer is willing, notwithstanding such Facility Loss, to repair or replace the Facility. If Developer is so willing to repair or replace the Facility, Developer shall do so as quickly as practicable as provided in the next

paragraph of this subsection 8(a)(iii). In the event that Developer notifies Buyer that Developer is not willing to repair or replace the Facility following a total loss, this Agreement will terminate automatically with respect to such Facility, effective upon the effectiveness of such notice and Developer shall within a reasonable time remove the Facility from the Premises in accordance with Section 4. If such Facility Loss was caused by Buyer Misconduct, Buyer shall pay to Developer, as liquidated damages, the Buyer Termination Payment as of such termination date with respect to such Facility. If, following such a Facility Loss caused by Buyer Misconduct, any remnants of the Facility must be removed from the Property on which it is installed in order to return the Property to Buyer as required by the terms of Section 4(h) hereof, Buyer shall pay the actual removal costs related to such Facility in addition to the Buyer Termination Payment with respect thereto. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer's insurer or authorization of necessary appropriations therefor.

In the event that Developer notifies Buyer that Developer is willing to repair or replace the Facility following a total loss, the following shall occur, (A) this Agreement will remain in full force and effect with respect to such Facility, (B) Developer will repair or replace the Facility as quickly as practicable, and (C) if such Facility Loss has been caused partially or totally by Buyer Misconduct, Buyer shall promptly upon demand therefore from Developer pay any and all costs and expenses of such repair or replacement, lost revenues for sales of Electricity, loss of Environmental Attributes and Environmental Incentives and Reporting Rights, in each case based upon the estimated energy production capacity of the system in the relevant Contract Year. Buyer shall pay as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer's insurer or authorization of necessary appropriations therefor. If Buyer is unable to obtain the necessary insurance proceeds or authorize the necessary appropriations within a reasonable time, not to exceed one hundred eighty (180) days following any such Facility Loss, Developer shall have the right to terminate this Agreement on an additional thirty (30) days' notice to Buyer. Upon such termination, Developer shall remove the Facility in question upon payment of the Buyer Termination Payment related to such Facility, and shall invoice the Buyer for the actual removal costs related to such Facility.

(b) Performance Excused by Force Majeure. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "**Claiming Party**") gives written notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure, but the period of time to pay shall be extended if Buyer is prevented from paying due to Force Majeure). The Party affected by Force Majeure will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; provided, however, that neither Party is required to settle any strikes, lockouts or similar disputes except on terms acceptable to such Party, in its sole discretion. The non-Claiming Party will not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure for so long as the claim of Force Majeure continues. For greater clarify, the Guaranteed Annual Electric Output shall be adjusted or prorated for any period of time the Facilities are not generating Electricity due to Force Majeure.

(c) Termination Due to Force Majeure. If a Claiming Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer, then either Party may terminate this Agreement, in whole or in part, without any liability to the Claiming Party as a result of such termination and Developer shall within a reasonable time remove the Facilities from the Properties.

(d) Change in Law. In the event that a change in Law occurs, including without limitation, a change in the Net Metering Rules, or the administration of interpretation thereof by the Massachusetts Department of Public Utilities or the LDC ("**Change in Law**") which (a) materially restricts the ability of

Developer to deliver Electricity generated by the Facilities to Buyer or the ability of Electricity generated by the Facilities to be delivered to the LDC or the ability of Buyer to receive Net Metering Credits, (b) results in one or more Facilities for which Buyer is Host Customer being disqualified as a Net Metering Facility of a Municipality or Other Governmental Entity, or (c) otherwise materially impacts the ability of either Party to perform its obligations or receive the economic benefits contemplated under this Agreement, including changes in Law that result in material increase in Developer's costs of construction and installation, or operation of one or more Facilities, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties, subject to Applicable Legal Requirements. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a net metering credit purchase agreement. If the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement within one hundred twenty days, either Party may terminate this Agreement without liability for such termination.

Section 9. EVENTS OF DEFAULT; REMEDIES

(a) **Events of Default.** An "*Event of Default*" means, with respect to a Party (a "*Defaulting Party*"), the occurrence of any of the following:

(i) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after receipt of written notice;

(ii) any representation or warranty made by such Party in this Agreement (including the License) is false or misleading in any material respect when made or when deemed made or repeated;

(iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default); provided, that the Defaulting Party shall have sixty (60) days after receipt of written notice of default to cure the alleged breach, or additional time not to exceed an additional ninety (90) days if the Defaulting Party has diligently commenced and is pursuing a cure of such breach during such initial sixty (60) day period;

(iv) such Party becomes Bankrupt, or any assignment shall be made by the Developer or by any guarantor of the Developer for the benefit of creditors, or if a petition is filed by the Developer or by any guarantor of the Developer for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Developer and such involuntary petition is not discharged within ninety (90) days thereafter, in any of those events the Buyer may terminate this Agreement upon written notice to the Developer;

(v) such Party fails to provide or maintain in full force and effect any required insurance, if such failure is not remedied within five (5) Business Days after receipt of written notice from the Non-Defaulting Party to the Defaulting Party, or the occurrence of a default by the insurer of such Party under any insurance policy provided hereunder;

(vi) with respect to Buyer, a Downgrade Event occurs and Buyer fails to provide Performance Assurance in an amount determined by Developer in a commercially reasonable manner, within ten (10) Business Days of receipt of notice from Developer that such Performance Assurance will be required;

(vii) with respect to Buyer, any Performance Assurance previously provided by Buyer is amended, modified or terminated without the prior written consent of Developer.

(b) Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing beyond applicable notice and cure periods, the other Party (the “**Non-Defaulting Party**”) shall, without limiting the rights or remedies available to the Non-Defaulting Party under this Agreement or applicable Law, but subject to the provisions of Section 19, have the right to any of the following: (a) by notice to the Defaulting Party, to designate a date, not earlier than twenty (20) Business Days after the date such notice is effective, as an early termination date (“**Early Termination Date**”) with respect to any one, more than one or all Facilities under this Agreement; (b) to withhold any payments due to the Defaulting Party under this Agreement; (c) to suspend performance due to the Defaulting Party under this Agreement; and (d) exercise all other rights and remedies available at law or in equity to the Non-Defaulting Party.

(c) Buyer Rights Upon Termination for Default. In the event that Buyer is the Non-Defaulting Party and elects to terminate this Agreement with respect to one, more than one or all Facilities as provided in Section 9(b), Buyer shall, at its sole and exclusive option and in its sole and absolute discretion (i) require Developer to pay the Developer Termination Payment related to such Facility or Facilities and (ii) either remove the Facility or Facilities as provided in Section 4 above or if such Event of Default occurs after the sixth anniversary of the applicable Commercial Operation Date, exercise the Purchase Option for one, more than one or all Facilities provided in Section 13 below. In the event that Buyer elects the foregoing remedies, such express remedies and any associated measure of damages shall be the sole and exclusive remedy available to Buyer for its failure to receive Electricity and/or Net Metering Credits under this Agreement, subject, however, to subsection (h) below.

(d) Developer Rights Upon Termination for Default. In the event that Developer is the Non-Defaulting Party and elects to terminate this Agreement with respect to one, more than one or all Facilities as provided in Section 9(b), Developer shall, at its sole and exclusive option and in its sole and absolute discretion, remove the Facility or Facilities upon payment of the Buyer Termination Payment, and shall invoice the Buyer for the actual removal costs, related to such Facility or Facilities. In the event that Developer elects the foregoing remedy, such express remedy and any associated measure of damages shall be the sole and exclusive remedy available to Developer as a result of termination of this Agreement related to such Facility or Facilities subject, however, to subsection (h) below.

(e) Termination Payment Notice. In the event that a Non-Defaulting Party elects to require payment of the Buyer Termination Payment or Developer Termination Payment as provided in Section 9 herein, then, the Non-Defaulting Party will notify the Defaulting Party of the amount due and outstanding under this Agreement. Such notice will include a written statement explaining in reasonable detail the calculation of such amount. In the event that the Defaulting Party is the Developer, the Defaulting Party shall pay the applicable termination payment and any amount otherwise due and outstanding under this Agreement to the Non-Defaulting Party within thirty (30) Business Days after the effectiveness of such notice. In the event that the Defaulting Party is the Buyer, Buyer shall pay the Termination Payment as quickly as practicable within applicable internal processing constraints, including claims processing time for Buyer’s insurer or authorization of necessary appropriations therefor.

(f) Closeout Setoffs. The Non-Defaulting Party shall be entitled, at its option and in its discretion, to set off, against any amounts due and owing from the Defaulting Party under this Agreement, any amounts due and owing to the Defaulting Party under this Agreement.

(g) Remedies Cumulative. Except as otherwise provided in Sections 9(c) and 9(d), the rights and remedies contained in this Section 9 are cumulative with the other rights and remedies available under this Agreement or at law or in equity.

(h) Unpaid Obligations; Attorneys' Fees. The Non-Defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the Non-Defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies. The Non-Defaulting Party shall be entitled to all reasonable attorneys' fees and expenses incurred by such Non-Defaulting Party in enforcing the Defaulting Party's obligations under this Section 9.

Section 10. INVOICING AND PAYMENT

(a) Invoicing and Payment. Developer will bill Buyer on a monthly basis and Buyer shall pay such invoice not later than thirty (30) days after receipt of the applicable invoice (or, if such day is not a Business Day, then on the next Business Day). Each invoice shall itemize the amount of Electricity and payment for production from each Facility. Each Party will make payment by mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the applicable due date will accrue interest at the late payment Interest Rate until paid in full.

(b) Disputed Amounts. A Party may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within three (3) months following the date the invoice (or invoice adjustment) was rendered. In the event that either Party disputes any invoice or invoice adjustment, such Party will nonetheless be required to pay the undisputed amount on the applicable payment due date, and to give written notice of the objection to the other Party.

(c) Records and Audits. The Developer shall comply with the record keeping requirements of M.G.L. c. 30, §39R. Notwithstanding any other record keeping provision of the Massachusetts General Laws, each Party will keep, for a period not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions during such other Party's normal business hours.

Section 11. REPRESENTATIONS AND WARRANTIES; USER ACKNOWLEDGEMENT

(a) Representations and Warranties. Each Party represents and warrants to the other Party that:

(i) The individual(s) executing this Agreement on behalf of the Party is/are authorized and empowered to bind that Party, the execution, delivery and performance of this Agreement are within each Party's respective powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, or any Applicable Legal Requirements;

(ii) this Agreement, and each document executed and delivered in accordance with this Agreement, constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other Applicable Legal Requirements affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(iii) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(iv) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement;

(v) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates; and

(vi) it will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

(b) Buyer Acknowledgement Regarding Inapplicability of Bankruptcy Code Section 366. Buyer acknowledges and agrees that, for purposes of this Agreement, Developer is not a “utility” as such term is used in Section 366 of the United States Bankruptcy Code (the “*Bankruptcy Code*”), and Buyer agrees to waive and not to assert the applicability of the provisions of Section 366 in any bankruptcy proceeding wherein Buyer is a debtor.

(c) Additional Representations by Developer and Buyer.

If Buyer’s performance under this Agreement depends upon the appropriation of funds by its governing body, and if the governing body fails to appropriate the funds necessary for performance, then the Buyer shall provide written notice to Developer, and Buyer may cancel this Agreement effective at the end of the then-current fiscal year without further obligation except for the payment of the Termination Payment and for any services already performed by Developer prior to the effective date of termination. Buyer covenants to include the payments required to fulfill its obligations under this Agreement in any annual (or other) budget submitted for approval by the appropriate governing body and to take all necessary action to ensure funds are available at all necessary times to satisfy its obligations hereunder.

(i) Except as previously disclosed in writing to Developer, to Buyer’s knowledge there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of the Facilities.

(ii) Buyer represents, warrants, and covenants that it is the fee owner of and has good, lawful and marketable title the Properties free of any liens, encumbrances, restrictions or covenants which may impact Developer’s proposed occupancy. Buyer shall deliver to Developer, upon request, copies of any title policies, deeds, orders of taking or other instruments evidencing the fact of Buyer’s fee ownership of the Properties. In the event that any encumbrance, easement, restriction, covenant or similar instrument is found to impact, prohibit or adversely affect Developer’s ability to install, maintain or operate the Facilities, or interferes with insulation to the Facilities, Buyer shall make all commercially reasonable efforts to discharge, modify, amend or subordinate any such instrument so that Developer’s rights hereunder are not adversely impacted.

(iii) Buyer represents and warrants that Buyer is duly formed and validly existing under Massachusetts law.

(iv) Developer represents and warrants that Developer is duly formed and validly existing under Delaware law, and is qualified to do business in Massachusetts.

Section 12. LIMITATIONS

(a) Limitation of Remedies, Liability and Damages. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages will be the sole and exclusive remedy, the obligor’s liability will be limited as set forth in such

provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages for the breach of any obligation is expressly provided herein, the obligor's liability will be limited to actual direct damages only, and such direct actual damages will be the sole and exclusive remedy and all other remedies or damages at law or in equity are waived. It is agreed by the Parties that the Buyer Termination Payment is considered to be direct damages for the Buyer's failure to pay for the Electricity to be produced by the Facility(ies) for the full Term of the Agreement and the Developer Termination Payment is considered to be direct damages with respect to any failure by the Developer to deliver Electricity and/or Net Metering Credits for the full Term of the Agreement. In no event shall either Party be liable to the other Party for consequential, incidental, punitive, exemplary or indirect damages, including but not limited to, loss of profits or revenue, downtime costs, loss of use of any property, cost of substitute equipment or facilities, whether arising in tort, contract or otherwise. This Section 12 shall survive termination of this Agreement. For greater clarity, the Parties agree that the Termination Payment and Developer Termination Payment do not constitute consequential, incidental, punitive, exemplary or indirect damages.

(b) EXCEPT AS EXPRESSLY DISCUSSED IN SECTION 11, THE ELECTRICITY PROVIDED TO USER WILL BE AS IS, WHERE IS, AND ALL OTHER WARRANTIES, IMPLIED OR EXPRESS, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY DEVELOPER. USER ACKNOWLEDGES THAT ELECTRICITY FROM THE SYSTEM IS INTERMITTENT, AND USER IS RESPONSIBLE FOR MEETING ANY AND ALL OF ITS ENERGY NEEDS NOT MET FROM THE SYSTEM-GENERATED ENERGY AT USER'S SOLE COST AND EXPENSE. USER IS RESPONSIBLE FOR INSTALLATION AND OPERATION OF ANY EQUIPMENT ON USER'S SIDE OF THE DELIVERY POINT NECESSARY FOR ACCEPTANCE AND USE OF THE ELECTRICITY.

Section 13. SYSTEM PURCHASE AND SALE OPTIONS

(a) Grant of Purchase Option. For and in consideration of the payments made by Buyer under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Developer hereby grants Buyer the right and option to purchase all of Developer's right, title and interest in and to any one Facility Asset, more than one Facility Asset or all the Facility Assets, to be exercised on the twelfth (12th) or fifteenth (15th) anniversaries of the Commercial Operation of any Facility or upon the expiration of this Agreement, or the early termination of this Agreement by Buyer in accordance with Section 9(c) of this Agreement, or in accordance with Section 13(j) hereof, on the terms set forth in this Agreement (the "**Purchase Option**"). Buyer shall provide a written notice not later than (a) two hundred (200) days prior to said anniversaries or the end of the Term (the "**Option Notice**") to Developer that it wishes to exercise the Purchase Option, or (b) in the Event of Default with respect to Developer in the notice under Section 9 ("**Default Option Notice**"), provided Buyer is not then in default. The Purchase Option may be exercised by Buyer during the Exercise Period (defined below) following a Final Determination (defined below) or following the Developer's waiver of such Final Determination.

(b) Developer Request for Appraisal of Facilities Value. Not later than twenty (20) Business Days after receipt of the Option Notice or Default Option Notice, Developer shall have the right to provide a written notice to Buyer requiring a determination of the Fair Market Value of each of the Facilities. Fair Market Value shall be determined pursuant to Section 13(c) and (d) by the Independent Appraiser.

(c) Selection of Independent Appraiser. Within twenty (20) Business Days after receipt of a notice provided under subsection (b), Buyer and Developer shall mutually agree upon an Independent Appraiser. If Developer and Buyer do not agree upon the appointment of an Independent Appraiser within twenty (20) Business Days, then at the end of such twenty (20) Business Day period, two proposed Independent Appraisers shall, within five (5) Business Days of each Party's notice, select a third Independent Appraiser (who may be one of the Independent Appraisers originally designated by the Parties or another Independent Appraiser) to

perform the valuation and provide notice thereof to Developer and Buyer. Such selection shall be final and binding on Developer and Buyer.

(d) Determination of Purchase Price(s). The selected Independent Appraiser shall, within twenty (20) Business Days of appointment, make a preliminary determination of the Fair Market Value (the “**Preliminary Determination**”) of each Facility. Upon making such Preliminary Determination, the selected Independent Appraiser shall provide such Preliminary Determination to Developer and Buyer, together with all supporting documentation that details the calculation of the Preliminary Determination. Developer and Buyer shall each have the right to object to the Preliminary Determination within twenty (20) Business Days of receiving such Preliminary Determination; provided that the objecting Party provides a written explanation documenting the reasons for its objection. Within ten (10) Business Days after the expiration of such twenty (20) Business Day period, the selected Independent Appraiser shall issue its final determination (the “**Final Determination**”) (which shall specify the “**Final Appraised Value**” of each of the Facilities) to Developer and Buyer, which shall specifically address the objections received by the Parties, if any, and whether such objections were taken into account in making the Final Appraised Value(s). Except in the case of fraud or manifest error, the Final Appraised Value(s) of the selected Independent Appraiser shall be final and binding on the Parties.

(e) Calculation of Purchase Price. The “**Purchase Price**” payable by Buyer for the Facility Assets shall be equal to the higher of the Buyer Termination Payment(s) for the Facility or Facilities, excluding costs of removal, or the Final Appraised Value(s) as determined by the Independent Appraiser.

(f) Costs and Expenses of Independent Appraiser. The Developer shall be responsible for payment of all of the costs and expenses of the Independent Appraiser.

(g) Exercise of Purchase Option. Buyer shall have seventy-five (75) days from the date of the Final Determination (such period, the “**Exercise Period**”) or from Developer’s waiver of a Final Determination to exercise the Purchase Option, at the Purchase Price. During such seventy-five days, the Buyer and its agents shall be entitled to inspect the Facility or Facilities and all records relating to the operation, maintenance and warranties applicable to the Facility or Facilities and any contracts for the sale of Environmental Attributes or Environmental Incentives and revenues derived therefrom. Buyer must exercise its Purchase Option during the Exercise Period by providing a written notice (an “**Exercise Notice**”) to Developer, and specifying a closing date for the purchase and sale of the Facility or Facilities (the “**Transfer Date**”). Once Buyer delivers its Exercise Notice to Developer, such Exercise Notice shall be irrevocable.

(h) Terms of Facilities Purchase. On the Transfer Date (a) Developer shall surrender and transfer to Buyer all of Developer’s right, title and interest in and to the Facility Assets, which are the subject of the Exercise Notice, and shall retain all liabilities arising from or related to the Facility Assets prior to the Transfer Date, (b) Buyer shall pay the Purchase Price, by wire transfer and shall assume all liabilities arising from or related to the Facility Assets from and after the Transfer Date, and (c) both Parties shall (i) execute and deliver a bill of sale and assignment and assumption of contract rights containing no representations or warranties, except as to title, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the Facilities in Buyer on an AS IS, WHERE IS basis, and (ii) deliver such other commercially reasonable ancillary documents as may be reasonably necessary to complete the sale of the Facility Assets to Buyer. In the event Developer has made commitments for the transfer or sale of solar renewable energy certificates or other Environmental Attributes or Environmental Incentives which accrue after the Transfer Date, Buyer agrees to honor such commitments, provided however that Buyer shall be entitled to either the proceeds of such sales or the Purchase Price shall be reduced by the monetary value of such commitments.

(i) Transfer Date. The closing of any sale of the Facilities (the “**Transfer Date**”) pursuant to this Section 13 will occur no later than thirty (30) Business Days following the date of the Exercise Notice. This Agreement shall terminate as of the Transfer Date with respect to any Facility transferred to Buyer as of such Transfer Date.

(j) Purchase Option upon Proposed Demolition of Building. At any time after the tenth (10th) anniversary of the Commercial Operation of any Facility, provided Buyer is not then in default hereunder, Buyer shall have the right, exercisable on one hundred twenty (120) days’ prior notice to Developer (“**Demolition Option Notice**”), to exercise a Purchase Option with respect to any Facility if (i) demolition of the building on the Property on which such Facility is installed, and (ii) appropriation to demolish such building and to pay the estimated Purchase Price with respect to the affected Facility, have been duly authorized by Town Meeting (and/or other governing authority of the Buyer).

Section 14. INSURANCE

(a) The Developer shall provide and maintain throughout the Term the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

i. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$500,000 by accident, each accident/\$500,000 by disease, each employee/\$500,000 by disease, policy limit.

ii. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.

iii. Automobile Liability Insurance - Combined single limit of \$1,000,000.

iv. Professional Liability Insurance, covering errors and omissions, \$1,000,000 each occurrence and \$2,000,000 aggregate limit.

v. Excess Liability Insurance, Umbrella Form - \$2,000,000 each occurrence and \$5,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, professional liability insurance, and employer's liability under workers' compensation insurance.

vi. The Buyer shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.

vii. Developer shall provide written notice to Buyer at least thirty (30) days prior to the effective date of any cancellation, non-renewal or material amendment of such policies.

viii. Certificates evidencing such insurance shall be furnished to Buyer upon execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement.

ix. Certificates evidencing such insurance shall be furnished to Buyer on the first anniversary of the Commercial Operation Date of the last Facility and each anniversary of such Commercial Operation Date thereafter during the Term (and any extension thereof).

(b) Buyer shall maintain during the Term the coverage set forth in subsections (a)(i) and (a)(ii) .

(c) Developer may satisfy the insurance obligations above by ensuring that its subcontractors provide and maintain such insurance coverage, provided all the requirements herein are included .

Section 15. INDEMNIFICATION

To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the Buyer and all of its officers, employees, boards, commissions, and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind (“*Losses*”) from or to third parties which arise out of the performance of Developer’s work, provided that such Losses are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by the negligent or intentional acts or omissions of the Developer, its employees, agents, subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts Developer is legally liable. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Buyer, but the Developer’s obligation to pay Losses shall be reduced in proportion to the percentage by which the Buyer’s negligent or intentional acts, errors or omissions caused the Losses.

To the extent permitted by law, Buyer shall indemnify and hold harmless Developer from and against any and all Losses from or to third parties for injury or death to persons or damage or loss to or of property to the extent arising out of the negligent or intentional acts or omissions of the Buyer, its employees, agents, subcontractors or representatives. This indemnity obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of Developer, but the Buyer’s obligation to pay Losses shall be reduced in proportion to the percentage by which the Developer’s negligent or intentional acts, errors or omissions caused the Losses. Notwithstanding any other provision in this Agreement, the Town’s liability hereunder shall be limited by the protections and immunities afforded by and to the amount set forth in Chapter 258 of the Massachusetts General Laws.

The provisions of this section shall survive the expiration or earlier termination of the Agreement.

Section 16. [INTENTIONALLY DELETED]

Section 17. DISPUTE RESOLUTION

Disputes regarding changes in and interpretations of the terms or scope of the Agreement and denials of or failures to act upon claims shall be resolved according to the following procedures:

(a) Notice of Dispute/Negotiated Resolution. In the event that there is any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, that has not been resolved by informal discussions and negotiations, either Party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy, claim or dispute. During the twenty (20) Business Day period following a party’s receipt of said written notice, the Parties shall meet, confer and negotiate in good faith to resolve the dispute.

(b) In the event that any controversy, claim or dispute between the Parties hereto arising out of or related to this Agreement, or the breach hereof, cannot be settled or resolved amicably by the Parties during the twenty (20) Business Day period of good faith negotiations provided for above, then either or any Party hereto may resort to any and all available judicial proceedings in a court of competent jurisdiction.

Section 18. NOTICES

(a) Notices. All notices, requests, statements or payments will be made to the addresses and persons specified below. All notices, requests, statements or payments will be made in writing. Notices required to be in writing will be delivered by hand delivery, overnight delivery. Notice by hand delivery or overnight delivery will be deemed to have been received when delivered. A Party may change its address by providing notice of the same in accordance with the provisions of this section.

If to the Buyer: Town Manager
 Town of Lexington
 1625 Massachusetts Avenue
 Lexington, MA 02420

If to the Developer: Lexington Municipal Solar, LLC
 c/o Ameresco, Inc.
 111 Speen Street, Suite 410
 Framingham, MA 01701
 Attention: James Walker, Vice President

With a copy to: Ameresco, Inc.
 111 Speen Street, Suite 410
 Framingham, MA 01701
 Attention: General Counsel

(b) Emergency. In the event of emergency, the Parties designate the following individuals as their respective points of contact to be available twenty-four (24) hours per day, seven (7) days per week (either Party may change the individuals named below by providing written notice of same in accordance with the provisions of this section):

Buyer: Public Facilities Director
 Town of Lexington
 201 Bedford Street
 Lexington, MA 02420
 Telephone: 781-274-8958 (office) 781-698-6473 (cell)

Developer: Kevin Sullivan
 Telephone: 508-598-3028
 Facsimile: 508-661-2201
 Email: ksullivan@ameresco.com

Section 19. ASSIGNMENT; BINDING EFFECT; FINANCING PROVISIONS

(a) Assignment; Binding Effect. Except as provided in this Agreement, neither Party shall have the right to assign or transfer, whether voluntarily or by operation of law, any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that, in the case of an assignment or transfer by the Developer, Buyer may withhold consent to any assignee of Developer who does not demonstrate to Buyer's reasonable satisfaction that it has, or will contract with contractors who have, sufficient professional experience, operational capabilities and financial integrity and capacity to construct, operate and maintain the Facilities and fulfill the other obligations of Developer hereunder. Assignment shall include conveyance of a majority ownership interest in the Developer. Buyer agrees to promptly execute any document reasonably requested in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof. If any assignment described in this Section 19 is a full assignment of all of Developer's rights, and obligations under this Agreement, then Developer shall have no further liability arising under this Agreement after the effective date of the assignment.

Subject to the foregoing restrictions on assignment, this Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(c) Buyer agrees that this Agreement (including without limitation the License provisions) shall survive any transfer of the Properties. In furtherance of the foregoing, Buyer agrees that it shall cause any purchaser, assignee, or mortgagee of the Properties to execute and deliver to Developer an assignment and assumption of this Agreement simultaneously with the transfer of the Properties to such purchaser, assignee or mortgagee. Such assignment and assumption agreement shall contain an acknowledgement by the purchaser, assignee or mortgagee that it has no interest in the Facilities and shall not gain any interest in the Facilities by virtue of the transfer, other than the rights of Buyer hereunder.

(d) Financing Provisions. Notwithstanding any contrary provisions contained in this Agreement, including without limitation Section 19(a) and 19(b), Buyer specifically agrees, without any further request for prior consent but with advance written notice to Buyer, to permit Developer to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project and to sign any agreement reasonably requested by Developer or its lenders to acknowledge and evidence such agreement. Any such assignment for financing purposes shall provide that Developer shall not be relieved of its obligations and liabilities under this Agreement, unless such assignee agrees in writing to be bound by the terms and conditions of this Agreement and, in the event such collateral assignee elects to assign this Agreement to a third party to complete the performance required of Developer hereunder, the Buyer has approved such additional assignment pursuant to paragraph (a) herein. The Buyer agrees to cooperate with Developer in the negotiation and execution of any reasonable amendment or addition to this Agreement required by the financing parties so long as such amendment or addition does not in any way materially alter or amend the rights and obligations of the Buyer herein.

(e) Third Party Rights.

(1) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Developer by Buyer under Section 9 to any assignee or transferee permitted pursuant to Section 19 (each, a "Designated Third Party").

(2) Exercise of Developer Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Developer, shall have the right in the place of Developer, to any and all rights and remedies of Developer under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement, subject to the terms of this Agreement.

(3) Performance of Developer Obligations. A Designated Third party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Developer hereunder or cause to be cured any default of Developer hereunder in the time and manner provided by and subject to the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Developer under this Agreement or (unless such party has succeeded to the Developer's interests under this Agreement) to perform any act, duty or obligation of Developer under this Agreement, but Buyer hereby gives such party the option to do so, provided any such cure, act, duty or obligation is performed in accordance with the terms of this Agreement.

(4) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Developer to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of secured party remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default provided, however, that the exercise of such remedies shall not itself serve as the cure of any default of Developer.

(5) Buyer agrees that each Designated Third Party is a third party beneficiary of the provisions of this Section.

(f) Buyer agrees to cooperate with Developer and its financing parties in connection with any financing or refinancing of all or a portion of the Facilities for which Buyer is the Host Customer. In furtherance of the foregoing, as Developer or its financing parties request from time to time, Buyer agrees, subject to the other provisions of this Agreement, to (i) execute any consents to assignment or acknowledgements, (ii) negotiate and deliver such reasonable estoppel certificate as an existing or prospective Designated Third Party may reasonably require, and (iii) furnish such reasonable information as Developer and its financing parties may reasonably request.

Section 20. MISCELLANEOUS

(a) Amendment and Restatement; Contract Drafting. The Parties acknowledge that they jointly participated in the drafting of this Agreement, jointly participated in the choice of language used in this Agreement, and have each reviewed all of the terms of this Agreement. This document has not been proffered by one Party to the exclusion of the other Party. If any ambiguous word or phrase is found in this Agreement, the canon of construction requiring that any such word or phrase be construed against the drafter shall not be applied to determine the true meaning of that ambiguous word or phrase.

(b) Waiver. No action or failure to act by either party shall constitute a waiver of a right or duty afforded to the other party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by either party shall be construed as a waiver or in any way limit the legal or equitable remedies available to the other party. No waiver by one party of any default or breach by the Developer shall constitute a waiver of any subsequent default or breach by the other party.

(c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof. Any provisions adjudged to be invalid or unenforceable shall be severed from the Agreement and the remaining provisions shall continue in full force and effect to the extent permitted by law. The Parties shall negotiate promptly and in good faith to fashion contractual provisions to be observed in place of any provisions adjudged to be invalid or unenforceable to achieve as nearly as possible the commercial results contemplated by this Agreement.

(d) Headings. The headings of Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Sections.

(e) Entire Agreement; Amendment. This Agreement and any attachments referenced herein shall constitute the entire agreement of the Parties as to the subject matter addressed herein. There are no other agreements between the Parties concerning the subject matter of this Agreement. This Agreement and its attachments may not be altered, modified, supplemented, terminated or discharged except by way of an instrument in writing executed by both Parties.

(f) Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

(g) Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without resort to any principles of law that would call for the application of the laws of any other jurisdiction. Each of the Parties consents to the jurisdiction of the state or federal courts of the Commonwealth of Massachusetts with respect to all disputes arising under or out of this Agreement.

(h) Consent to Service of Process. Each Party hereby consents to service of process in the Commonwealth of Massachusetts in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either Party by facsimile transmission is binding upon the other Party as an original.

(j) No Third Party Beneficiaries. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.

(k) Relationship of Parties. The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose, unless expressly stated otherwise herein. The Developer shall provide services under this Agreement as an independent contractor with the Buyer and not as an employee of the Buyer. No employee, agent or representative of the Developer shall be entitled to receive any benefits of employment with the Buyer, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

(l) Authority to Speak. Neither Party shall represent or purport to represent that it speaks for the other party vis-à-vis the media or the public at-large without the other party's express, written consent in advance.

(m) No Limitation of Regulatory Authority. The Parties acknowledge that nothing in this Agreement shall be deemed to be an agreement by Buyer to issue or cause the issuance of any Approval.

(n) Survivorship. The provisions of Sections 4(h), 9(h), 10 (c), 12, 15, 18, 20 and definitions relevant thereto as set forth in Section 1 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this POWER PURCHASE AGREEMENT under seal as of the day and year first above written.

BUYER:

DEVELOPER:

By: _____

By:

By: _____
[SIGNATURE]

Printed Name: _____

Printed Title: _____

ATTACHMENT A
DESCRIPTION OF PREMISES

Name: Lexington High School

Address: 251 Waltham St, MA 02421

Site Photo:

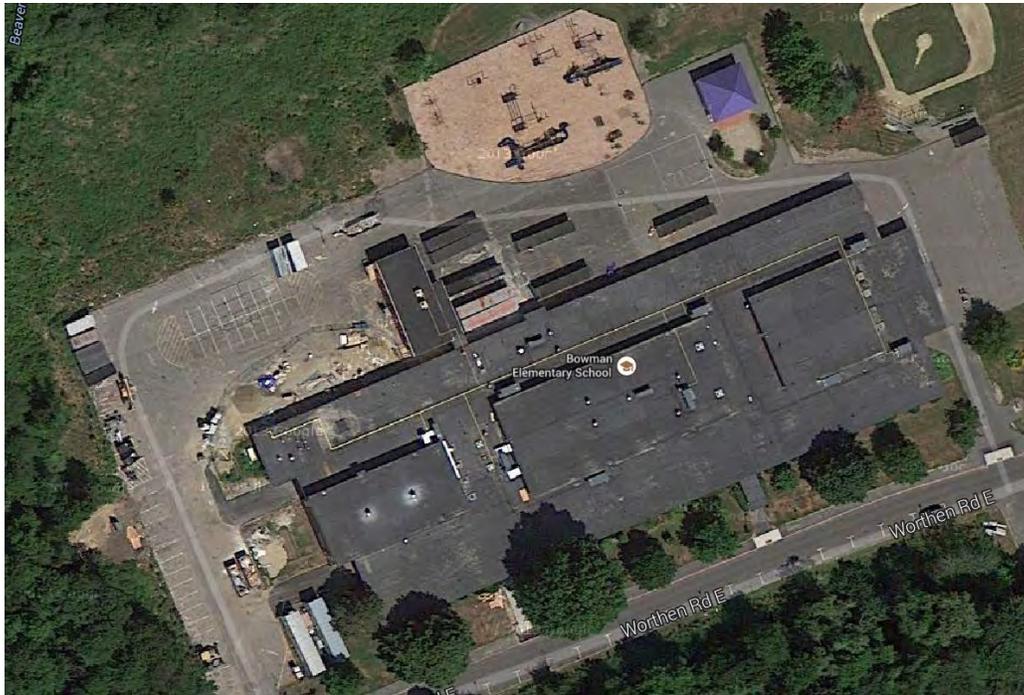


The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

Name: Bowman Elementary School

Address: 9 Philip Rd Lexington, MA 02421

Site Photo:

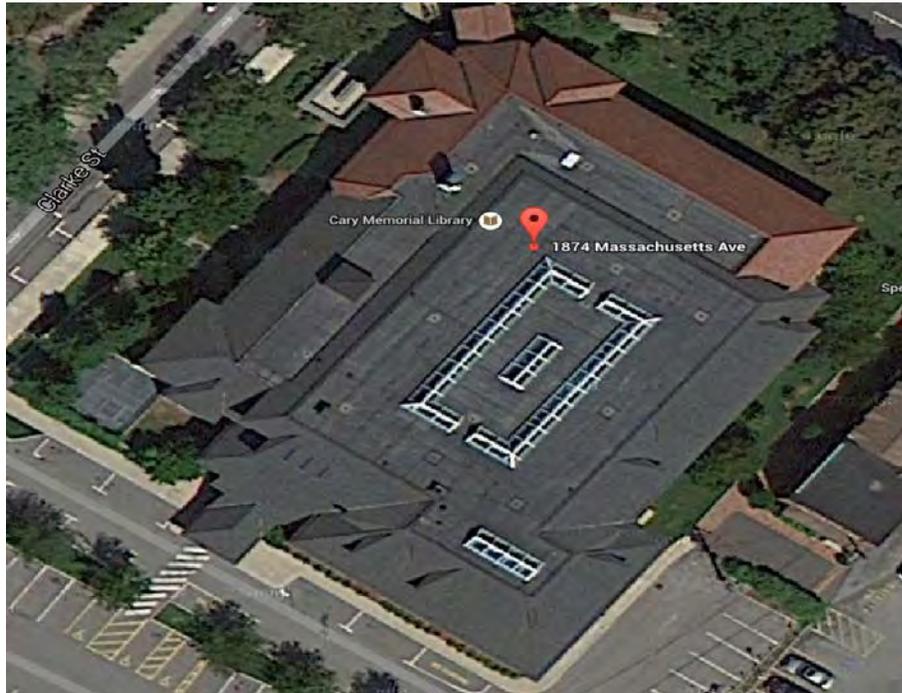


The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

Name: Cary Memorial Library

Address: 1874 Massachusetts Ave, Lexington, MA 02420

Site Photo:



The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

Name: Harrington Elementary School

Address: 328 Lowell St, Lexington, MA 02420

Site Photo:



The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

Name: Jonas Clarke Middle School

Address: 17 Stedman Rd, Lexington, MA 02421

Site Photo:



The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

Name: Joseph Estabrook Elementary School

Address: 117 Grove St, Lexington, MA 02420

Site Photo:



The school is situated on a parcel of land owned by the Town of Lexington, Massachusetts described in a Deed dated _____ and recorded at the Middlesex County Registry of Deeds in Book ____, Page _____.

EXHIBIT B
DESCRIPTION OF SYSTEMS

Name: Lexington High School

Address: 251 Waltham St Lexington, MA 02421

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

1. System Size DC: 459.42 kW_DC at STC capacity
2. System Size AC: 388 kW_AC

Solar PV Panels:

1. Manufacturer: Canadian Solar
2. Model Number: CS6X-310P
3. Module Wattage: 310W
4. Panel Count: 1,482
5. Type: Polycrystalline 72 Cell Modules
6. Array tilt: 5 degrees from horizontal and oriented 35 degrees west of south and 1 degrees east of south.
7. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

1. Manufacturer: Solectria
2. Model Number: PVI 23TLM & PVI 28TLM Inverters
3. Number and size to be installed: (12) 23 kW inverters & (4) 28kW inverters
4. String size and Quantity: 19 panels per string with 78 total strings.
5. Warranty Information: 20 year warranty

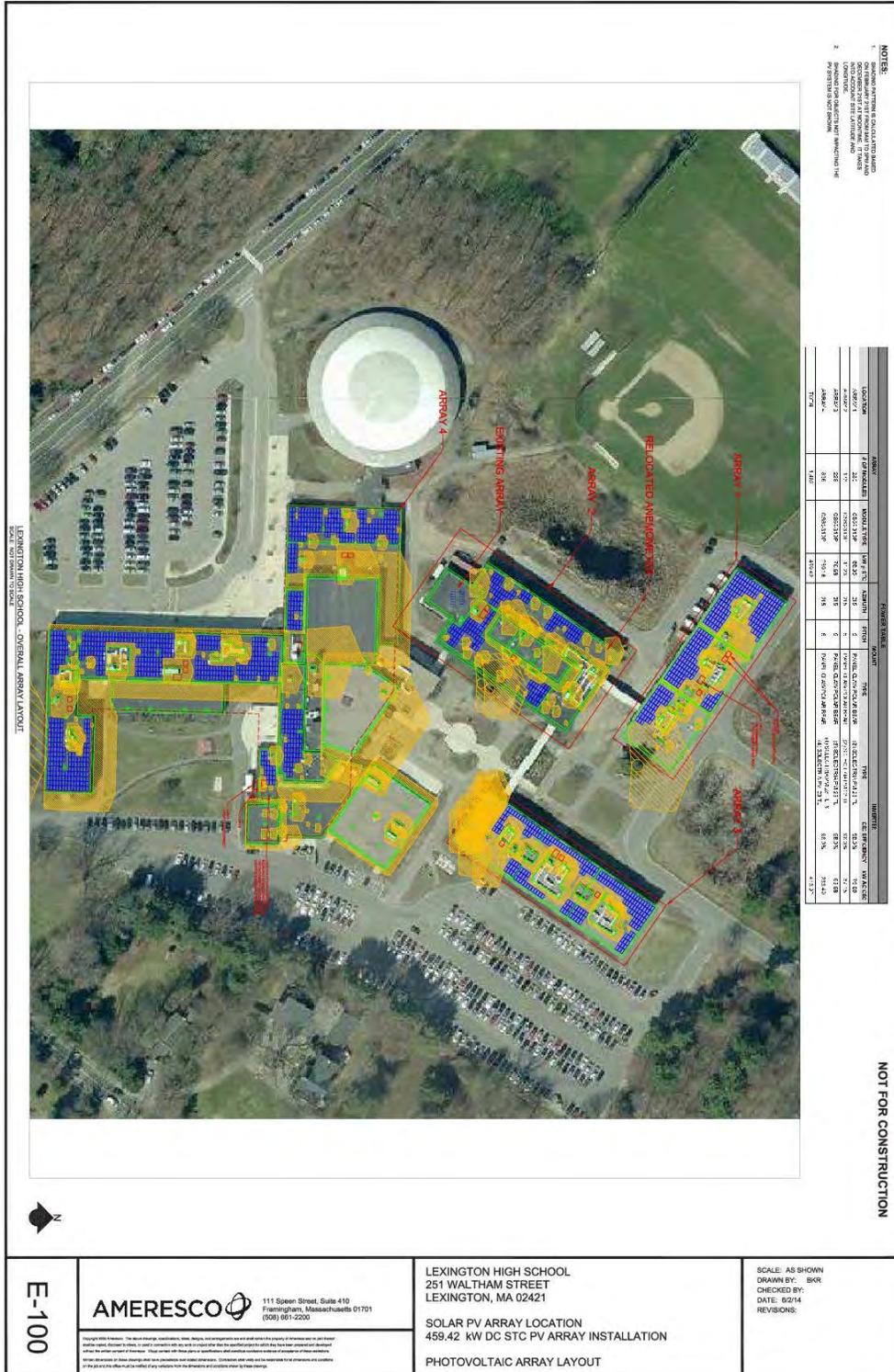
Mounting System:

1. Manufacturer: Panel Claw.
2. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
3. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

Data Acquisition System (DAS):

1. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Solar PV System Layout:



Name: Bowman Elementary School

Address: 9 Philip Rd Lexington, MA 02421

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

3. System Size DC: 94.24 kW_DC at STC capacity
4. System Size AC: 79 kW_AC

Solar PV Panels:

8. Manufacturer: Canadian Solar
9. Model Number: CS6X-310P
10. Module Wattage: 310W
11. Panel Count: 304
12. Type: Polycrystalline 72 Cell Modules
13. Array tilt: 5 degrees from horizontal and oriented 23 degrees east of south.
14. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

6. Manufacturer: Solectria
7. Model Number: PVI 23TLM & PVI 28TLM Inverters
8. Number and size to be installed: (1) 23 kW inverters & (2) 28kW inverters
9. String size and Quantity: 19 panels per string with 16 total strings.
10. Warranty Information: 20 year warranty

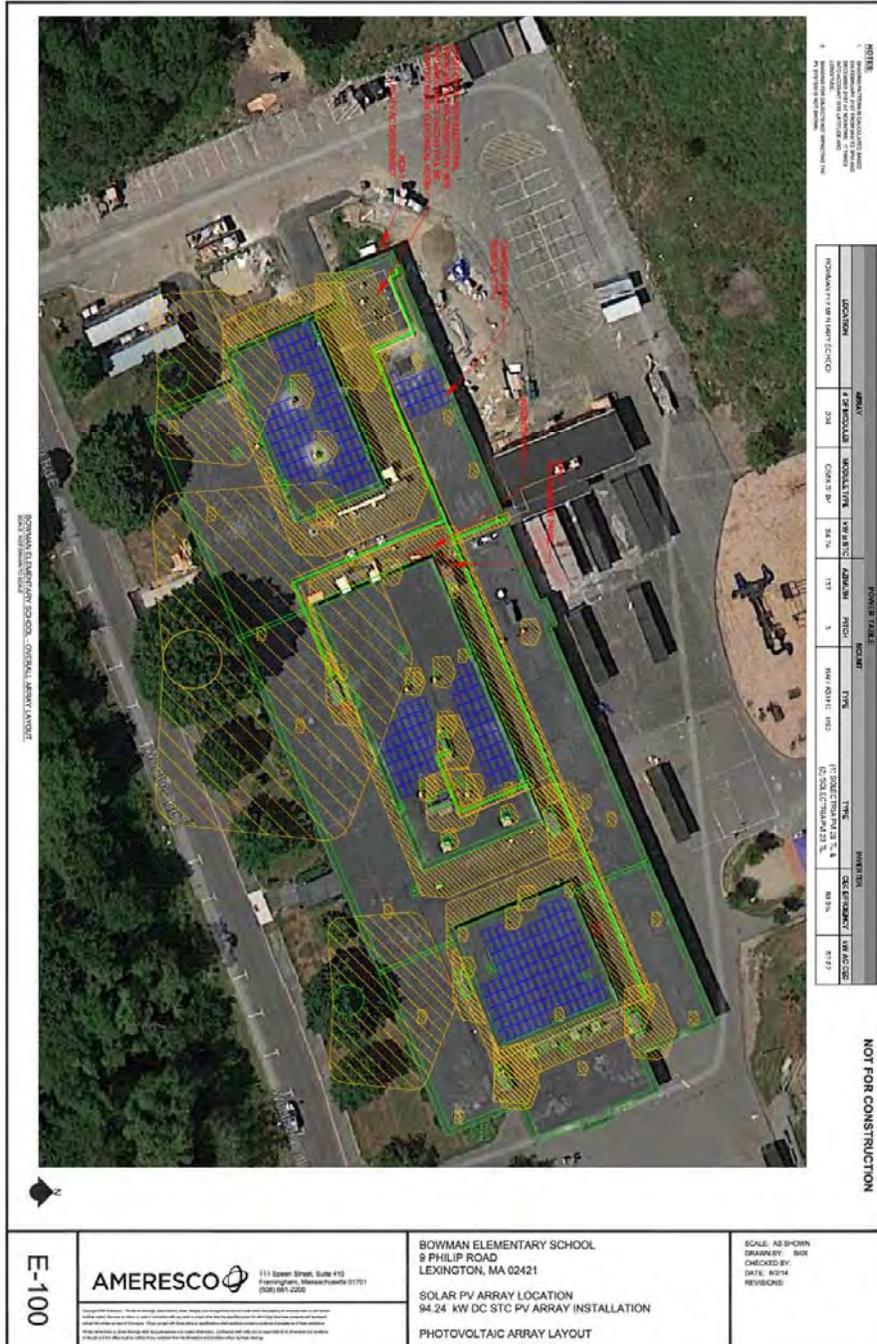
Mounting System:

4. Manufacturer: Panel Claw.
5. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
6. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

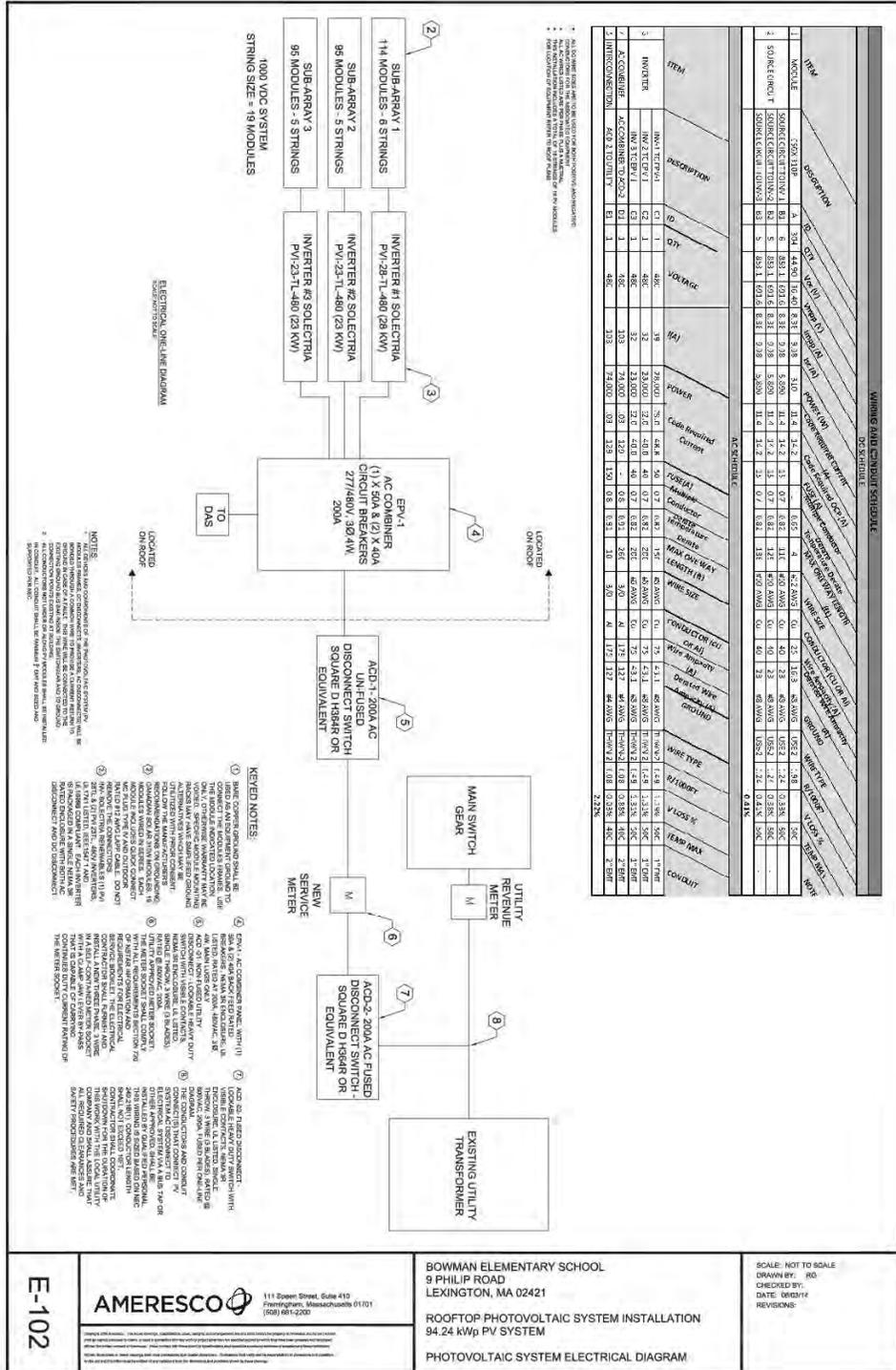
Data Acquisition System (DAS):

2. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Solar PV System Layout:



Electrical System Layout:



WIRING AND CIRCUIT SCHEDULE

ITEM	DESCRIPTION	ID	VOLTAGE	POWER	Code Required	Current	FEEDER	CONDUIT	WIRE SIZE	CONDUCTOR (ECC)	WIRE SIZE	CONDUCTOR (ECC)	WIRE TYPE	RATINGS	V LOSS %	TEMP MAX	CAPACITY
1	MODULE	1	480V	3000													
2	INVERTER	1	480V	3000													
3	AC COMBINER	1	480V	3000													
4	MAIN SWITCH GEAR	1	480V	3000													
5	DISCONNECT SWITCH	1	480V	3000													
6	DISCONNECT SWITCH	1	480V	3000													
7	TRANSFORMER	1	480V	3000													

- #### KEYED NOTES:
1. MAIN SWITCH GEAR SHALL BE USED AS AN INTERLOCK TO THE MAIN DISCONNECT SWITCH TO PREVENT THE MAIN DISCONNECT SWITCH FROM BEING OPERATED WHILE THE MAIN SWITCH GEAR IS OPEN.
 2. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.
 3. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.
 4. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.
 5. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.
 6. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.
 7. ALL DISCONNECT SWITCHES SHALL BE INSTALLED AS APPROVED BY THE NEC.

AMERESCO
 111 Eppon Street, Suite 410
 Framingham, Massachusetts 01701
 (508) 881-2200

BOWMAN ELEMENTARY SCHOOL
 9 PHILIP ROAD
 LEXINGTON, MA 02421

ROOFTOP PHOTOVOLTAIC SYSTEM INSTALLATION
 94.24 kWp PV SYSTEM

PHOTOVOLTAIC SYSTEM ELECTRICAL DIAGRAM

SCALE: NOT TO SCALE
 DRAWN BY: RG
 CHECKED BY:
 DATE: 06/24/14
 REVISIONS:

E-102

Name: Cary Memorial Library

Address: 1874 Massachusetts Ave Lexington, MA 02420

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

5. System Size DC: 37.51 kW_DC at STC capacity
6. System Size AC: 40 kW_AC

Solar PV Panels:

15. Manufacturer: Canadian Solar
16. Model Number: CS6X-310P
17. Module Wattage: 310W
18. Panel Count: 121
19. Type: Polycrystalline 72 Cell Modules
20. Array tilt: 5 degrees from horizontal and oriented 36 degrees west of south.
21. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

11. Manufacturer: Solectria
12. Model Number: PVI 20TL Inverters
13. Number and size to be installed: (2) 20 kW inverters
14. String size and Quantity: 11 panels per string with 11 total strings.
15. Warranty Information: 20 year warranty

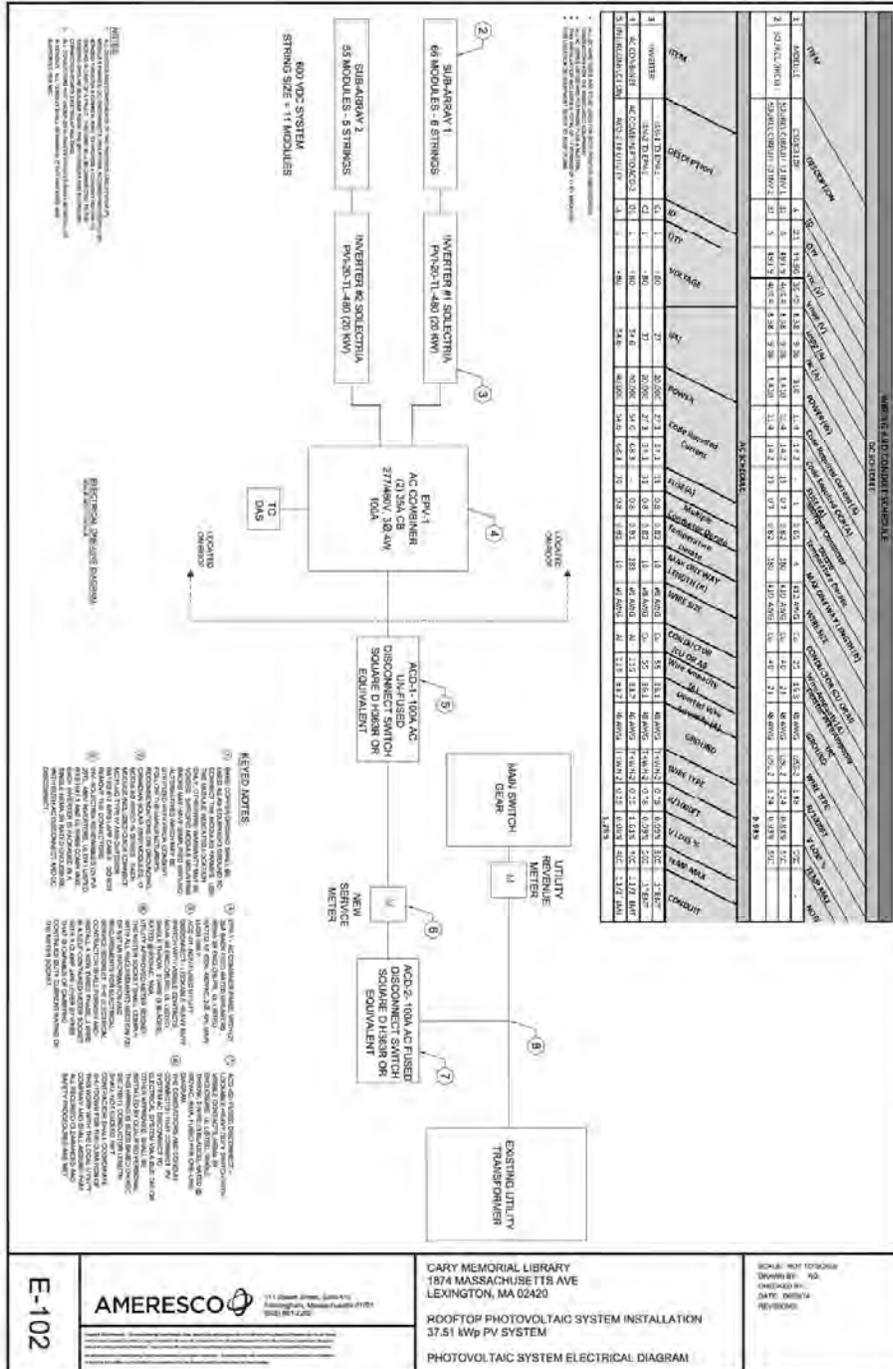
Mounting System:

7. Manufacturer: Panel Claw.
8. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
9. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

Data Acquisition System (DAS):

3. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Electrical System Layout:



ITEM	DESCRIPTION	QTY	VOLTAGE	AMP	POWER	CONDUCTOR		CABLE		TRAY		RACEWAY		PANEL		MOUNTING		OTHER	
						SIZE	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL	SIZE	MATERIAL
1	PHOTOVOLTAIC MODULE	66	60	5.0	300	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
2	PHOTOVOLTAIC INVERTER	2	480	41.7	20,000	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
3	AC COMBINER	1	120	312.5	37,510	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
4	AC DISCONNECT SWITCH	1	120	100	12,000	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
5	UTILITY METER	1	120	100	12,000	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
6	NEW SERVICE METER	1	120	100	12,000	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
7	ACD-2 100A AC FUSED DISCONNECT SWITCH	1	120	100	12,000	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
8	MAIN SWITCH (CLEAR)	1	120	100	12,000	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0	8.0
9	EM-1 37.51 kWp AC COMBINER	1	120	312.5	37,510	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0	9.0
10	PV-500-TL-480 (20 kW) INVERTER	2	480	41.7	20,000	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0

Name: Harrington Elementary School

Address: 328 Lowell St Lexington, MA 02420

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

7. System Size DC: 170.81 kW_DC at STC capacity
8. System Size AC: 135 kW_AC

Solar PV Panels:

22. Manufacturer: Canadian Solar
23. Model Number: CS6X-310P
24. Module Wattage: 310W
25. Panel Count: 551
26. Type: Polycrystalline 72 Cell Modules
27. Array tilt: 5 degrees from horizontal and oriented 44 degrees west of south.
28. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

16. Manufacturer: Solectria
17. Model Number: PVI 23TLM & PVI 28TLM Inverters
18. Number and size to be installed: (4) 28 kW & (1) 23kW inverters
19. String size and Quantity: 19 panels per string with 29 total strings.
20. Warranty Information: 20 year warranty

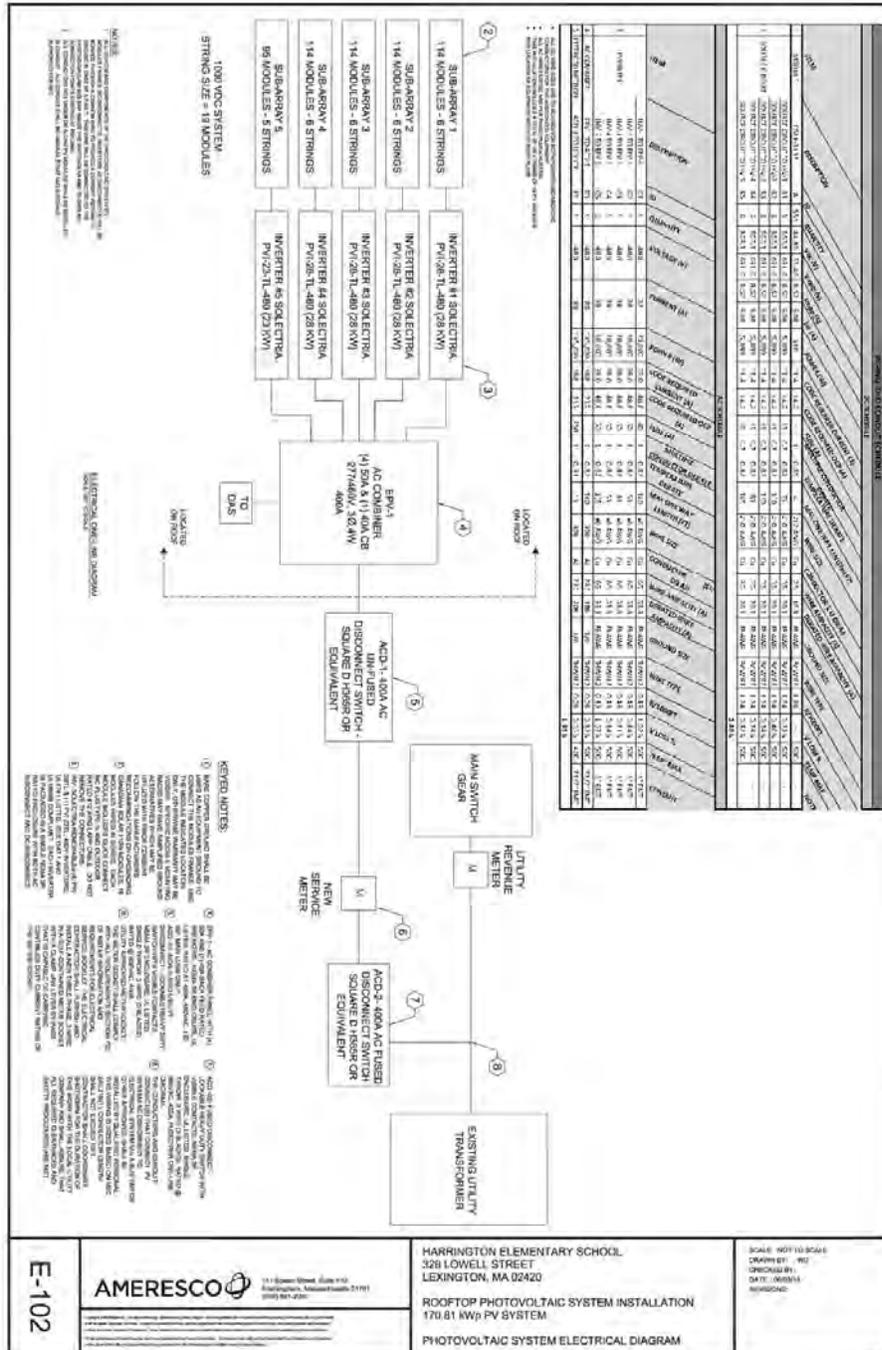
Mounting System:

10. Manufacturer: Panel Claw.
11. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
12. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

Data Acquisition System (DAS):

4. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Electrical System Layout:



Name: Jonas Clarke Middle School

Address: 17 Stedman Rd Lexington, MA 02421

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

9. System Size DC: 214.42 kW_DC at STC capacity
10. System Size AC: 171 kW_AC

Solar PV Panels:

29. Manufacturer: Canadian Solar
30. Model Number: CS6X-305P
31. Module Wattage: 305W
32. Panel Count: 703
33. Type: Polycrystalline 72 Cell Modules
34. Array tilt: 5 degrees from horizontal and oriented 26 degrees west of south.
35. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

21. Manufacturer: Solectria
22. Model Number: PVI 23TLM & PVI 28TLM Inverters
23. Number and size to be installed: (2) 28 kW & (5) 23kW inverters
24. String size and Quantity: 19 panels per string with 37 total strings.
25. Warranty Information: 20 year warranty

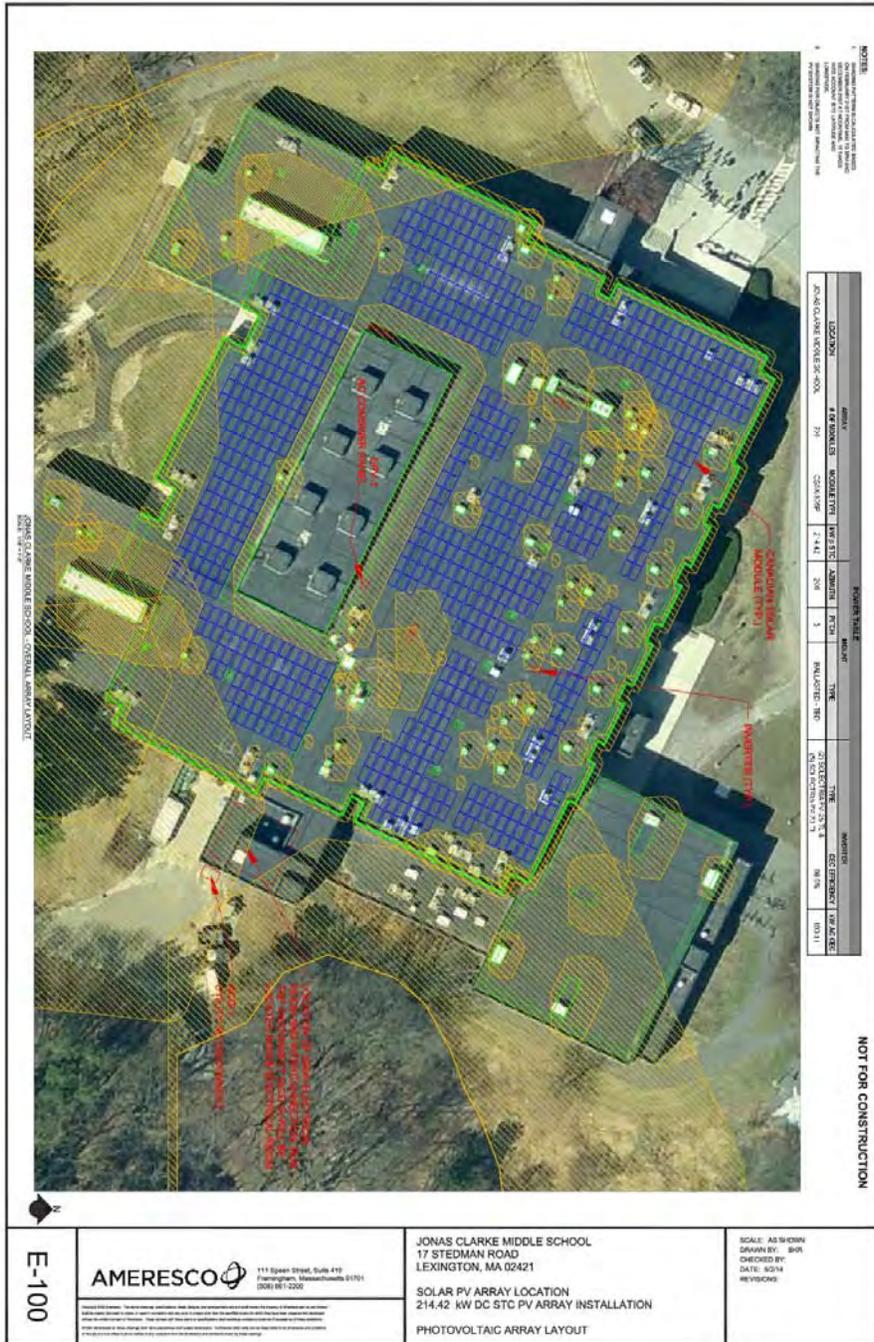
Mounting System:

13. Manufacturer: Panel Claw.
14. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
15. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

Data Acquisition System (DAS):

5. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Solar PV System Layout:



NOTES:
 1. THIS DRAWING IS FOR INFORMATION ONLY.
 2. THE LOCATION OF THE PV ARRAY IS SUBJECT TO CHANGE.
 3. THE LOCATION OF THE PV ARRAY IS SUBJECT TO CHANGE.
 4. THE LOCATION OF THE PV ARRAY IS SUBJECT TO CHANGE.

LOCATION	AREA	# OF PANELS	ROOF TYPE	ARRAY SIZE	ARRAY STC	ADJUSTED	PERCENT	TIME	PERCENT	DATE	BY
JONAS CLARKE MIDDLE SCHOOL	701	204	2-4-41	204	5	100%	100%	10/11	10/11		

NOT FOR CONSTRUCTION

E-100

AMERESCO
 111 Essex Street, Suite 410
 Framingham, Massachusetts 01701
 (508) 851-2222

JONAS CLARKE MIDDLE SCHOOL
 17 STEDMAN ROAD
 LEXINGTON, MA 02421
 SOLAR PV ARRAY LOCATION
 214.42 KW DC STC PV ARRAY INSTALLATION
 PHOTOVOLTAIC ARRAY LAYOUT

SCALE: AS SHOWN
 DRAWN BY: BWR
 CHECKED BY:
 DATE: 8/24
 REVISIONS:

Name: Joseph Estabrook Elementary School

Address: 117 Grove St Lexington, MA 02420

The final System Description shall be the final As-Built drawings to be provided 30 days after Commercial Operation Date.

General System Description:

11. System Size DC: 133.29 kW_DC at STC capacity
12. System Size AC: 115 kW_AC

Solar PV Panels:

36. Manufacturer: Canadian Solar
37. Model Number: CS6X-305P
38. Module Wattage: 305W
39. Panel Count: 437
40. Type: Polycrystalline 72 Cell Modules
41. Array tilt: 5 degrees from horizontal and oriented 33 degrees east of south and 38 degrees east of south.
42. Warranty Information: Free from defects in materials and workmanship for 10 years, 97% minimum production on year 1, and 25 year linear power output with 80% minimum production at year 25.

Inverters:

26. Manufacturer: Solectria
27. Model Number: PVI 23TL Inverters
28. Number and size to be installed: (5) 23 kW inverters
29. String size and Quantity: 19 panels per string with 23 total strings.
30. Warranty Information: 20 year warranty

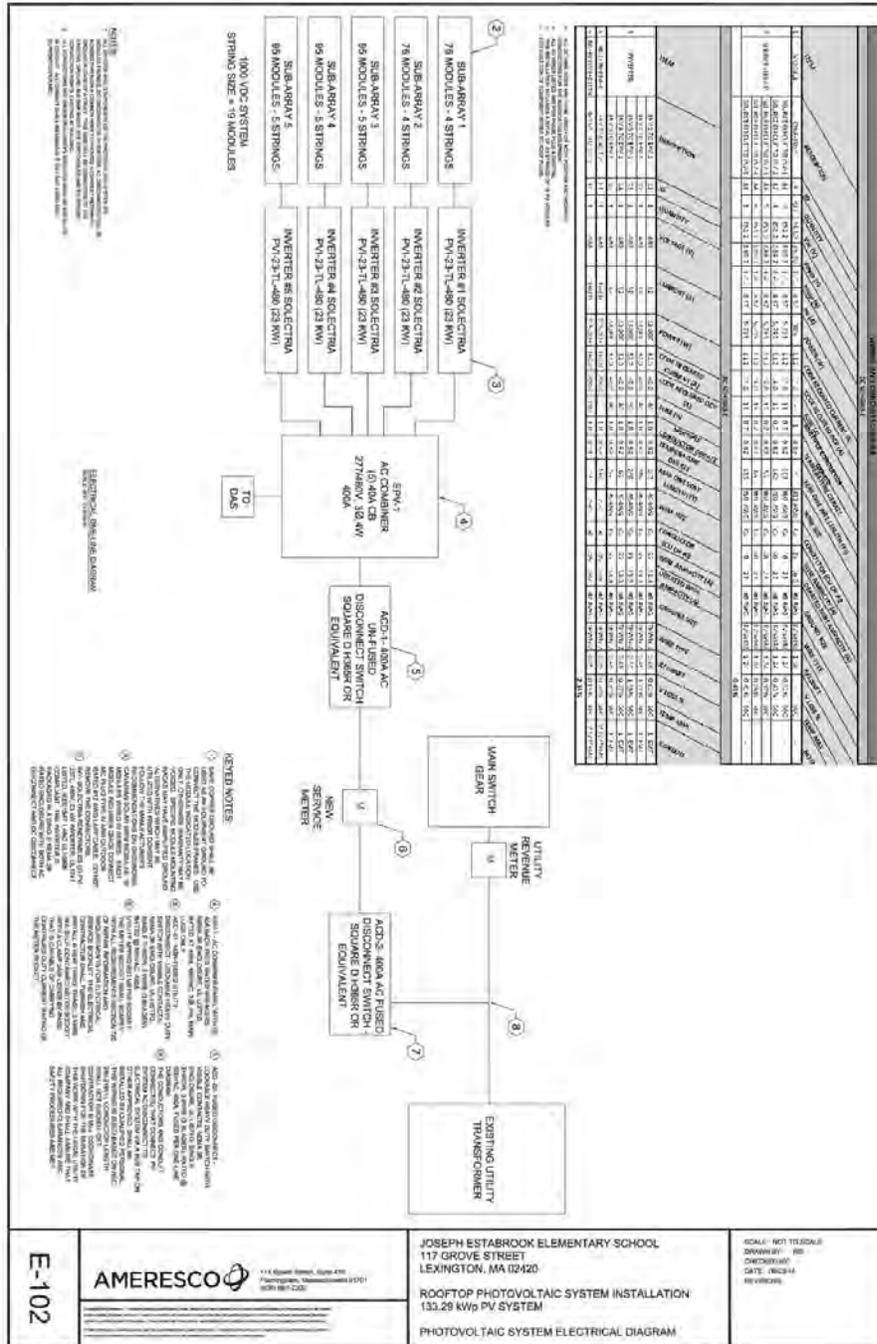
Mounting System:

16. Manufacturer: Panel Claw.
17. Model: Panel Claw Polar Bear at 5 Degrees Tilt Angle
18. Type: Flat Roof Mounting System, ballasted using concrete ballast blocks.

Data Acquisition System (DAS):

6. Manufacturer: Draker Energy Model: Draker PV 250 Base Station or equivalent

Electrical System Layout:



E-102

AMERESCO
114 Depot Street, Suite 400
Falmouth, Massachusetts 01901
(508) 851-2222

JOSEPH ESTABROOK ELEMENTARY SCHOOL
117 GROVE STREET
LEXINGTON, MA 02420
ROOFTOP PHOTOVOLTAIC SYSTEM INSTALLATION
133.28 kWp PV SYSTEM
PHOTOVOLTAIC SYSTEM ELECTRICAL DIAGRAM

SCALE: NOT TO SCALE
DRAWN BY: BB
CHECKED BY: JAS
DATE: 08/14/2018
REVISIONS:

ATTACHMENT C PRODUCTION GUARANTEE AND ELECTRICITY PRICE

A. Production Guarantee

Lexington Municipal Buildings	
Guarantee Amount	
Estimated First Year's Solar PV Production	1,320,802
Guarantee Percentage	80%
Annual Facilities Degradation Factor	0.5%
<i>Contract Year</i>	<i>Guarantee Amount (kWh)</i>
<i>1</i>	1,056,642
<i>2</i>	1,051,358
<i>3</i>	1,046,102
<i>4</i>	1,040,871
<i>5</i>	1,035,667
<i>6</i>	1,030,488
<i>7</i>	1,025,336
<i>8</i>	1,020,209
<i>9</i>	1,015,108
<i>10</i>	1,010,033
<i>11</i>	1,004,983
<i>12</i>	999,958
<i>13</i>	994,958
<i>14</i>	989,983
<i>15</i>	985,033
<i>16</i>	980,108
<i>17</i>	975,207
<i>18</i>	970,331
<i>19</i>	965,480
<i>20</i>	960,652

B. Electricity Price

Lexington Municipal Buildings	
kWh Rate	
First Year kWh Rate (\$/kWh)	\$ 0.1365
Annual Rate Escalator	0.0%
Annual PILOT	\$30,000
Year	Price (\$/kWh)
1	\$ 0.1365
2	\$ 0.1365
3	\$ 0.1365
4	\$ 0.1365
5	\$ 0.1365
6	\$ 0.1365
7	\$ 0.1365
8	\$ 0.1365
9	\$ 0.1365
10	\$ 0.1365
11	\$ 0.1365
12	\$ 0.1365
13	\$ 0.1365
14	\$ 0.1365
15	\$ 0.1365
16	\$ 0.1365
17	\$ 0.1365
18	\$ 0.1365
19	\$ 0.1365
20	\$ 0.1365
PILOT = Payment in Lieu of Taxes	

ATTACHMENT D - NOTICE OF LICENSE

RECORDING REQUESTED BY, PREPARED BY AND WHEN RECORDED RETURN TO:

Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701

Attn: General Counsel

(Space above this line for recorder's use only)

NOTICE OF LICENSE

This Notice of License is dated [_____] by and between _____, Massachusetts ("Licensor") and [_____] a Delaware limited liability company ("Licensee" and together with Licensor, the "Parties").

Date of License Grant: _____

Licensor:

Licensee: _____
111 Speen Street, Suite 410
Framingham, MA 01701

Initial Term: From _____ [INSERT DATE OF PPA] until the twentieth (20th) anniversary of the Commercial Operation Date (as defined in the Power Purchase Agreement dated _____ between Licensor and Licensee), or such other date, as provided in the PPA.

Licensed Areas: (i) Rooftop space of the building on the Properties listed below, (ii) other space either inside the building or elsewhere on such Properties, in each case relating to the installation of a solar photovoltaic system and for the installation, operation and maintenance of utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances. The rooftop space of the Licensed Areas is depicted on Annex 1 hereto.

Other Rights: Licensor hereby grants to Licensee non-exclusive rights of ingress and egress from all public road over each Property to and from the respective Licensed Areas during normal business hours outside of normal business hours, all in accordance with Annex 2 [INCLUDE AND RE-LABEL ATTACHMENT G TO THE AGREEMENT AS AN ATTACHMENT TO THIS NOTICE BEFORE RECORDING].

Licensor hereby grants to Licensee the temporary use of additional space at each Property for construction laydown, storage of construction materials, parking of construction crew vehicles and trailers, such area to be agreed upon by the Parties prior to construction.

The Licensed Areas are located at, on and within the following properties all located in _____, Massachusetts:

--	--

Ownership of
the Facilities:

Licensee or Licensee's assigns, will at all times retain title to and be the legal and beneficial owner of the Facilities, which Facilities will at all times retain the legal status of personal property of Licensee as defined under Article 9 of the Uniform Commercial Code. The Facilities will not attach to or be deemed a part of, or a fixture to, the Licensed Areas, notwithstanding the manner in which the Facilities are or may be affixed to the real property of Licensor. As used herein the term "Facilities" means a photovoltaic system including without limitation, all modules, inverters, meters, conduits, cables, wiring and associates equipment.

Executed and effective as of the date first set forth above.

LICENSOR:

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Massachusetts driver’s license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor of City of Melrose, Massachusetts.

Notary Public
My commission expires:

LICENSEE:

By: _____
Name:
Title:

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a Massachusetts driver’s license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose, as _____ of Ameresco, Inc.

Notary Public
My commission expires:

Annex 1 to Notice of License

DEPICTION OF THE LICENSED AREAS

ATTACHMENT E-1 – BUYER TERMINATION PAYMENT

Lexington Municipal Buildings		
BUYER TERMINATION PAYMENT		
	A	B
Termination Occurs in Year:	Early Termination Fee (Including costs of removal*)	Early Termination Fee (Excluding costs of removal)
1	\$ 4,327,000	\$ 4,148,000
2	\$ 3,966,000	\$ 3,785,000
3	\$ 3,549,000	\$ 3,366,000
4	\$ 3,099,000	\$ 2,914,000
5	\$ 2,628,000	\$ 2,442,000
6	\$ 2,132,000	\$ 1,944,000
7	\$ 1,965,000	\$ 1,775,000
8	\$ 1,792,000	\$ 1,600,000
9	\$ 1,614,000	\$ 1,420,000
10	\$ 1,430,000	\$ 1,234,000
11	\$ 1,364,000	\$ 1,166,000
12	\$ 1,291,000	\$ 1,091,000
13	\$ 1,212,000	\$ 1,010,000
14	\$ 1,125,000	\$ 921,000
15	\$ 1,030,000	\$ 824,000
16	\$ 925,000	\$ 717,000
17	\$ 809,000	\$ 599,000
18	\$ 681,000	\$ 469,000
19	\$ 539,000	\$ 325,000
20	\$ 541,000	\$ 325,000
At Expiration	\$ -	\$ 1

*Estimated costs of removal are for indicative budget planning purposes. The Buyer shall pay the actual, documented removal costs less the actual, documented salvage value.

Early Termination Fee With Removal Costs by School **						
	Lexington High School	Bowman Elementary School	Cary Memorial Library	Harrington Elementary School	Jonas Clarke Middle School	Estabrook School
kW_DC:	459.42	94.24	37.51	170.81	214.42	133.29
%:	41%	8%	3%	15%	19%	12%
	\$ 1,791,411	\$ 367,469	\$ 146,262	\$ 666,037	\$ 836,085	\$ 519,736
	\$ 1,641,954	\$ 336,811	\$ 134,060	\$ 610,470	\$ 766,331	\$ 476,375
	\$ 1,469,313	\$ 301,397	\$ 119,964	\$ 546,283	\$ 685,756	\$ 426,287
	\$ 1,283,009	\$ 263,181	\$ 104,753	\$ 477,016	\$ 598,805	\$ 372,235
	\$ 1,088,012	\$ 223,182	\$ 88,832	\$ 404,517	\$ 507,796	\$ 315,661
	\$ 882,664	\$ 181,059	\$ 72,066	\$ 328,170	\$ 411,956	\$ 256,084
	\$ 813,525	\$ 166,877	\$ 66,421	\$ 302,464	\$ 379,687	\$ 236,025
	\$ 741,901	\$ 152,185	\$ 60,574	\$ 275,835	\$ 346,259	\$ 215,245
	\$ 668,208	\$ 137,068	\$ 54,557	\$ 248,436	\$ 311,865	\$ 193,865
	\$ 592,031	\$ 121,442	\$ 48,337	\$ 220,114	\$ 276,312	\$ 171,764
	\$ 564,706	\$ 115,837	\$ 46,106	\$ 209,955	\$ 263,559	\$ 163,836
	\$ 534,484	\$ 109,638	\$ 43,639	\$ 198,718	\$ 249,454	\$ 155,068
	\$ 501,777	\$ 102,929	\$ 40,968	\$ 186,558	\$ 234,189	\$ 145,579
	\$ 465,758	\$ 95,540	\$ 38,028	\$ 173,167	\$ 217,378	\$ 135,129
	\$ 426,428	\$ 87,472	\$ 34,816	\$ 158,544	\$ 199,022	\$ 123,718
	\$ 382,957	\$ 78,555	\$ 31,267	\$ 142,381	\$ 178,733	\$ 111,106
	\$ 334,932	\$ 68,704	\$ 27,346	\$ 124,526	\$ 156,319	\$ 97,173
	\$ 281,939	\$ 57,834	\$ 23,019	\$ 104,824	\$ 131,586	\$ 81,798
	\$ 223,150	\$ 45,774	\$ 18,219	\$ 82,966	\$ 104,148	\$ 64,742
	\$ 223,978	\$ 45,944	\$ 18,287	\$ 83,274	\$ 104,535	\$ 64,982
<p>** The termination costs are prorated based on the system size in kW_DC for each school compared to the total system size of all the schools</p>						

Early Termination Fee With Removal Costs for Each Section of Lexington High School				
	Main Building	Mathematics Building	Science Building	Foreign Language Building
kW_DC:	259.16	88.35	47.12	64.79
%:	23%	8%	4%	6%
	\$ 1,010,539	\$ 344,502	\$ 183,734	\$ 252,635
	\$ 926,230	\$ 315,760	\$ 168,406	\$ 231,558
	\$ 828,843	\$ 282,560	\$ 150,699	\$ 207,211
	\$ 723,749	\$ 246,733	\$ 131,591	\$ 180,937
	\$ 613,750	\$ 209,233	\$ 111,591	\$ 153,438
	\$ 497,913	\$ 169,743	\$ 90,530	\$ 124,478
	\$ 458,911	\$ 156,447	\$ 83,438	\$ 114,728
	\$ 418,509	\$ 142,673	\$ 76,092	\$ 104,627
	\$ 376,938	\$ 128,502	\$ 68,534	\$ 94,234
	\$ 333,966	\$ 113,852	\$ 60,721	\$ 83,492
	\$ 318,552	\$ 108,597	\$ 57,919	\$ 79,638
	\$ 301,504	\$ 102,785	\$ 54,819	\$ 75,376
	\$ 283,054	\$ 96,496	\$ 51,464	\$ 70,763
	\$ 262,736	\$ 89,569	\$ 47,770	\$ 65,684
	\$ 240,549	\$ 82,005	\$ 43,736	\$ 60,137
	\$ 216,027	\$ 73,646	\$ 39,278	\$ 54,007
	\$ 188,936	\$ 64,410	\$ 34,352	\$ 47,234
	\$ 159,043	\$ 54,219	\$ 28,917	\$ 39,761
	\$ 125,880	\$ 42,913	\$ 22,887	\$ 31,470
	\$ 126,347	\$ 43,073	\$ 22,972	\$ 31,587

Early Termination Fee Excluding Removal Costs by School **						
	Lexington High School	Bowman Elementary School	Cary Memorial Library	Harrington Elementary School	Jonas Clarke Middle School	Estabrook School
kW_DC:	459.42	94.24	37.51	170.81	214.42	133.29
%:	41%	8%	3%	15%	19%	12%
	\$ 1,717,303	\$ 352,267	\$ 140,212	\$ 638,485	\$ 801,498	\$ 498,235
	\$ 1,567,018	\$ 321,440	\$ 127,941	\$ 582,609	\$ 731,357	\$ 454,634
	\$ 1,393,549	\$ 285,856	\$ 113,778	\$ 518,114	\$ 650,396	\$ 404,306
	\$ 1,206,418	\$ 247,470	\$ 98,500	\$ 448,540	\$ 563,058	\$ 350,014
	\$ 1,011,006	\$ 207,386	\$ 82,545	\$ 375,887	\$ 471,856	\$ 293,320
	\$ 804,831	\$ 165,093	\$ 65,712	\$ 299,232	\$ 375,630	\$ 233,503
	\$ 734,863	\$ 150,741	\$ 59,999	\$ 273,218	\$ 342,975	\$ 213,203
	\$ 662,412	\$ 135,879	\$ 54,084	\$ 246,281	\$ 309,160	\$ 192,183
	\$ 587,891	\$ 120,593	\$ 47,999	\$ 218,575	\$ 274,380	\$ 170,563
	\$ 510,885	\$ 104,797	\$ 41,712	\$ 189,945	\$ 238,440	\$ 148,221
	\$ 482,733	\$ 99,022	\$ 39,413	\$ 179,478	\$ 225,301	\$ 140,054
	\$ 451,682	\$ 92,653	\$ 36,878	\$ 167,933	\$ 210,809	\$ 131,045
	\$ 418,148	\$ 85,774	\$ 34,140	\$ 155,465	\$ 195,157	\$ 121,316
	\$ 381,301	\$ 78,216	\$ 31,132	\$ 141,766	\$ 177,960	\$ 110,626
	\$ 341,142	\$ 69,978	\$ 27,853	\$ 126,835	\$ 159,218	\$ 98,974
	\$ 296,843	\$ 60,891	\$ 24,236	\$ 110,365	\$ 138,542	\$ 86,122
	\$ 247,991	\$ 50,870	\$ 20,248	\$ 92,202	\$ 115,742	\$ 71,949
	\$ 194,170	\$ 39,830	\$ 15,853	\$ 72,191	\$ 90,623	\$ 56,334
	\$ 134,552	\$ 27,601	\$ 10,986	\$ 50,026	\$ 62,798	\$ 39,037
	\$ 134,552	\$ 27,601	\$ 10,986	\$ 50,026	\$ 62,798	\$ 39,037
** The termination costs are prorated based on the system size in kW_DC for each school compared to the total system size of all the schools						

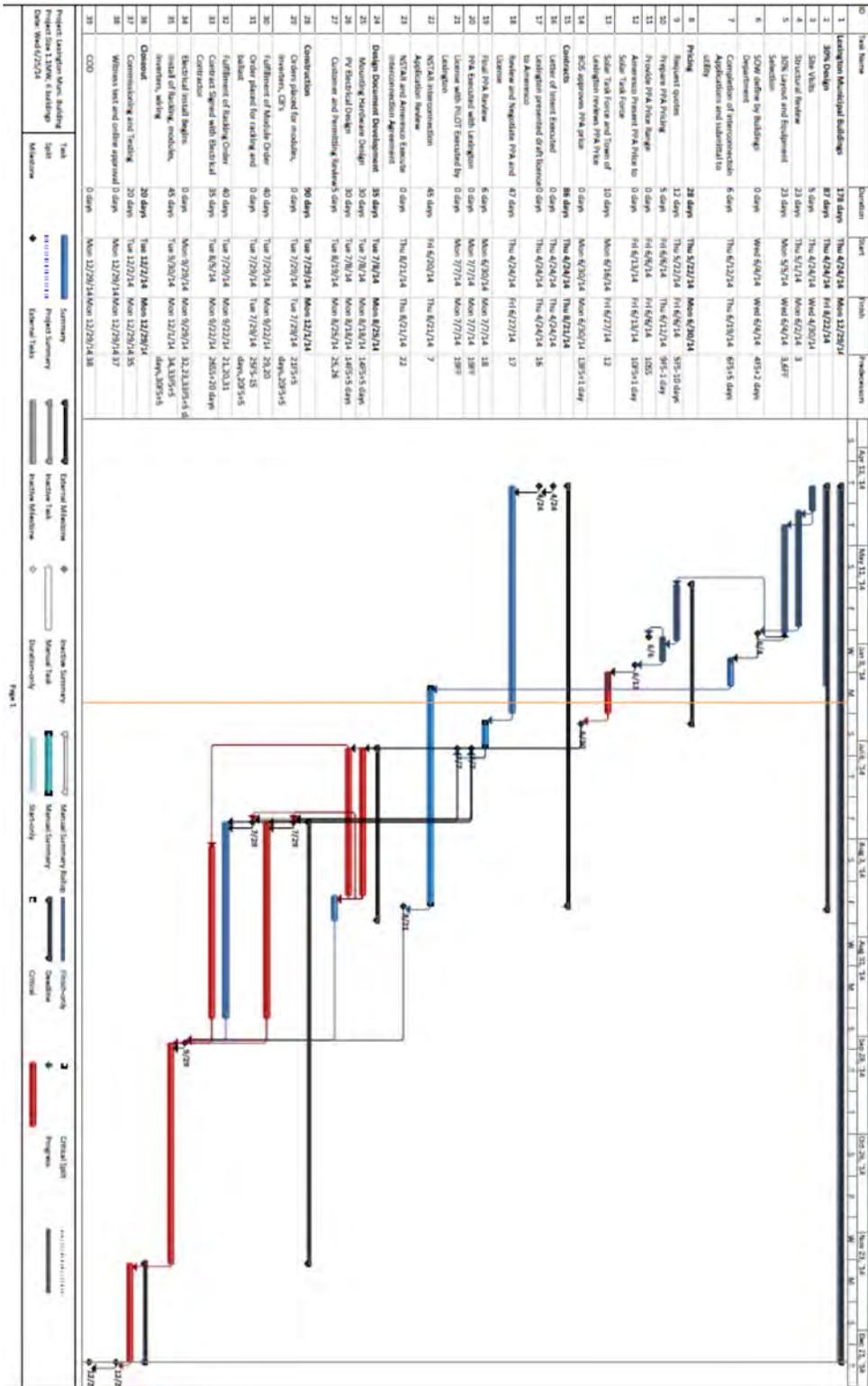
Early Termination Fee Excluding Removal Costs for Each Section of Lexington High School				
	Main Building	Mathematics Building	Science Building	Foreign Language Building
kW_DC:	259.16	88.35	47.12	64.79
%:	23%	8%	4%	6%
	\$ 968,735	\$ 330,251	\$ 176,134	\$ 242,184
	\$ 883,959	\$ 301,350	\$ 160,720	\$ 220,990
	\$ 786,105	\$ 267,990	\$ 142,928	\$ 196,526
	\$ 680,543	\$ 232,003	\$ 123,735	\$ 170,136
	\$ 570,311	\$ 194,424	\$ 103,693	\$ 142,578
	\$ 454,007	\$ 154,775	\$ 82,547	\$ 113,502
	\$ 414,538	\$ 141,320	\$ 75,371	\$ 103,635
	\$ 373,668	\$ 127,387	\$ 67,940	\$ 93,417
	\$ 331,631	\$ 113,056	\$ 60,296	\$ 82,908
	\$ 288,192	\$ 98,247	\$ 52,398	\$ 72,048
	\$ 272,311	\$ 92,833	\$ 49,511	\$ 68,078
	\$ 254,795	\$ 86,862	\$ 46,326	\$ 63,699
	\$ 235,878	\$ 80,413	\$ 42,887	\$ 58,970
	\$ 215,093	\$ 73,327	\$ 39,108	\$ 53,773
	\$ 192,439	\$ 65,604	\$ 34,989	\$ 48,110
	\$ 167,450	\$ 57,085	\$ 30,445	\$ 41,863
	\$ 139,892	\$ 47,690	\$ 25,435	\$ 34,973
	\$ 109,532	\$ 37,340	\$ 19,915	\$ 27,383
	\$ 75,901	\$ 25,875	\$ 13,800	\$ 18,975
	\$ 75,901	\$ 25,875	\$ 13,800	\$ 18,975

DEVELOPER TERMINATION PAYMENT BY FACILITY						

The Developer Termination Payment per Facility will be adjusted by multiplying the applicable year's termination value by the percentage shown in the following table.

	Lexington High School	Bowman Elementary School	Cary Memorial Library	Harrington Elementary School	Jonas Clarke Middle School	Estabrook School
kW_DC:	459.42	94.24	37.51	170.81	214.42	133.29
%:	41%	8%	3%	15%	19%	12%

ATTACHMENT F – PRELIMINARY CONSTRUCTION SCHEDULE



ATTACHMENT G – ACCESS, SAFETY AND SECURITY REQUIREMENTS

The Buyer has an overriding duty to assure the safety of students, employees and library patrons during construction and maintenance of the Facilities throughout the term of the Agreement. The following conditions shall apply to all such work conducted at the Properties.

Installation

1. Schedule

Prior to commencement of installation work at the Properties, the Developer shall provide a schedule to the Department of Public Facilities or their designee that indicates the date and nature of work to be performed each day. The schedule shall be subject to the approval of the Department of Public Facilities in coordination with the building manager of each building, which shall not be unreasonably delayed or withheld.

Notwithstanding the approval of the schedule, in the event that construction work substantially interferes with or disrupts programming, the Department of Public Facilities in coordination with the building manager of each building, shall have the right to suspend such disruptive work and require that it be performed on weekends, holidays or after school hours during the week.

Installation work shall be conducted between the hours of 7 a.m. and sunset on weekdays, and, subject to prior approval of the Department of Public Facilities or designee, from 8 a.m. to 5 p.m. on Saturdays, Sundays and legal holidays.

2. Deliveries

All deliveries of equipment, supplies and materials to School Properties on weekdays when school is in session shall be made before the start of the school day and at the end of the school day. Anticipated deliveries should be coordinated with the Department of Public Facilities or its designee.

3. Securing of Supplies and Equipment

The Developer shall be responsible for securing all materials, supplies, tools and equipment maintained on the Properties until the completion of the installation in a manner satisfactory to the Buyer. Buyer reserves the right to require Developer to secure materials, supplies, tools and equipment if in the Buyer's reasonable discretion, such items pose a hazard to persons or property.

4. Prohibition on interaction with students and library patrons

The employees and agents of the Developer and the Developers contractors and subcontractors shall avoid interaction with students and library patrons. In addition, the employees and agents of the Developer and the Developer's contractors and subcontractors shall avoid interaction with Buyer's employees not directly involved in providing Developer access to a Property, unless interaction with such employees is authorized in this Agreement. The Buyer shall have the right to require that the Developer permanently remove from the Properties any of their employees on account of inappropriate interaction with students, including but not limited to the use of vulgar language, sexually suggestive statements and any inappropriate physical contact.

Maintenance

5. Notice.

Prior to performing any maintenance work, the Developer shall provide 48 hours advance written notice to the Department of Public Facilities or its designee, unless such maintenance work is required on account of emergency circumstances.

6. All maintenance work shall adhere to the conditions for installation work.

7. Check-in and Check-out. All of the Developer's employees, contractors or subcontractors performing maintenance work shall sign in at the Building main office and call the Department of public Facilities within ½ hour upon arrival at the Property, sign out after completion of the maintenance work and notify by phone the Department of Public Facilities to report on the resolution of any maintenance issue. All such employees of the Developer and its contractors and subcontractors shall present valid picture identifications.

8. CORI.

The Lexington Public Schools shall conduct checks of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Facilities Board, fingerprinting (CHRI/SAFIS), and the Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board for any officer or employee of the Developer or of a subcontractor or any person who will work on the Facilities on site. The cost of fingerprinting shall be at the expense of the Developer or of a subcontractor or any person who will work on the Facilities on site. The Buyer may refuse to allow any such person to work on the Project site if the Buyer, in its sole discretion, determines that such employee is not suitable for work on the Project site based upon the results of such CORI, CHRI, or SORI. All Developer employees and subcontractor employees who will work on the project site shall initiate a CORI, CHRI, and SORI search by completing forms and presenting identification at the Department of Public Facilities.

ATTACHMENT H – EDUCATIONAL PROGRAM OUTLINE

Developer has prepared and structured a Solar PV Educational Program for all solar PV customers. The goal of this program is to educate students about the environmental benefits of using renewable energy, the history of solar PV, the science behind the technology, and the theory used in system design. After acquiring this knowledge base, student will be better able to understand and analyze data from their system's data acquisition system (DAS).

The Developer's Solar PV Educational Program provides teachers with a database of teaching materials which includes all the necessary background and technical information as well as a compilation of lesson plans. Lessons are categorized by grade level for elementary school, middle school, and high school to ensure that lessons are catered to the appropriate grade level. Teachers are free to pick and choose the topics and lessons that are appropriate for their class and need not use all the materials provided. Developer looks forward to working with teachers, principals and other school officials to customize this program as the schools see fit. This will include conducting up to two (2) presentations at each school, one to teachers, the other to students, about the solar PV systems.

The curriculum consists of fifteen (15) Solar PV Topics meant to guide students through an understanding of solar PV from an introduction in renewable energy to the analysis of actual data. Each Solar PV Topic consists of "Topic Information" which contains the necessary background information needed to teach the topic and a set of lesson plans divided by grade level. All lesson plans were obtained from a variety of school districts and solar educational programs. Each Topic has been aligned with applicable MA Learning Standards for the Science and Technology/Engineering Frameworks to help teachers better integrate the materials into their normal curriculum.

Display

Subject to approval of Buyer, including the location thereof, Developer will install kiosks at the Properties receiving the solar PV panel installations, herein, and at the Town Office Building and Department of Public Facilities Building to display real time and historical data from the system on site or, if a monitor already exists, launch a web site on that screen to present real time and historic data on the screen. Each kiosk will also include, as appropriate, an informational poster depicting the solar PV system. Furthermore a publically viewable website will be set up specific to each installed system. This website can also be displayed on the Buyer's website or school web site for viewing by other Town citizens and anyone who visits those websites.

For the installation of each display, as described above, Developer will provide the monitor, the website and the programming required to ensure that the kiosk supplies the required information. The Buyer is responsible for providing the power and internet connection to the monitor including 120 V power and hardwired internet connection via CAT5 or CAT6. The Buyer will be responsible for ensuring that the internet connection is maintained to the monitor.



Solar Task Force Update
Board of Selectmen Review

July 28, 2014

Rooftop Solar Update

We recommend that the Board of Selectmen

- Approve the award of the rooftop Power Purchase Agreement to Ameresco; and
- Authorize the Town Manager to sign the associated agreements to execute that transaction.



Rooftop Solar Update

- Buildings
 - Current Size 1.1 MW over 6 buildings
- Economics
 - Returns range from \$2.7 million to \$6.9 million
- Approvals Status
 - ✓ School Committee
 - ✓ HDC Review
 - ✓ DPF Structural & Operational Review
 - ✓ Finance Review
 - ✓ Legal and Town Management Review

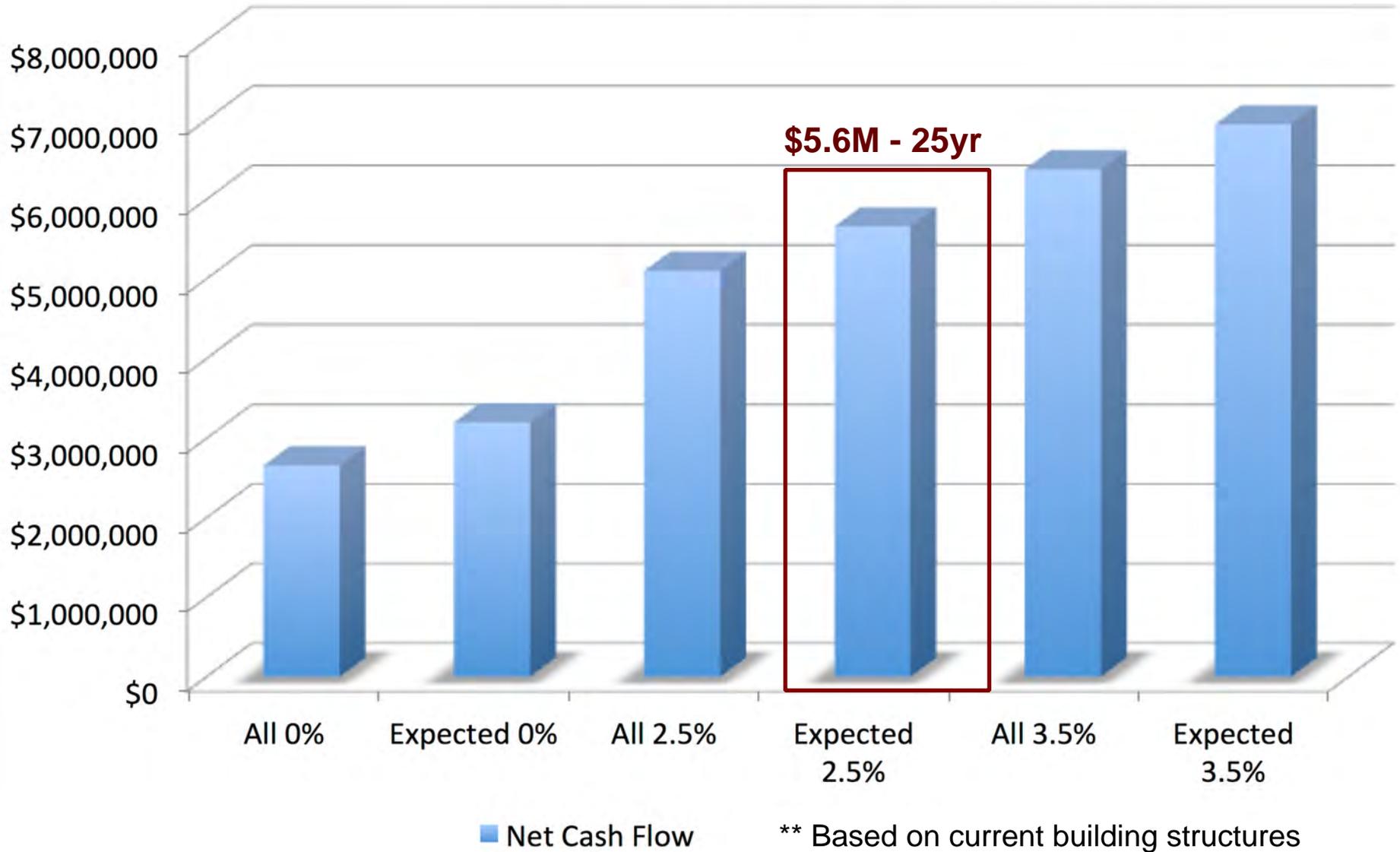


Lexington Solar Overview

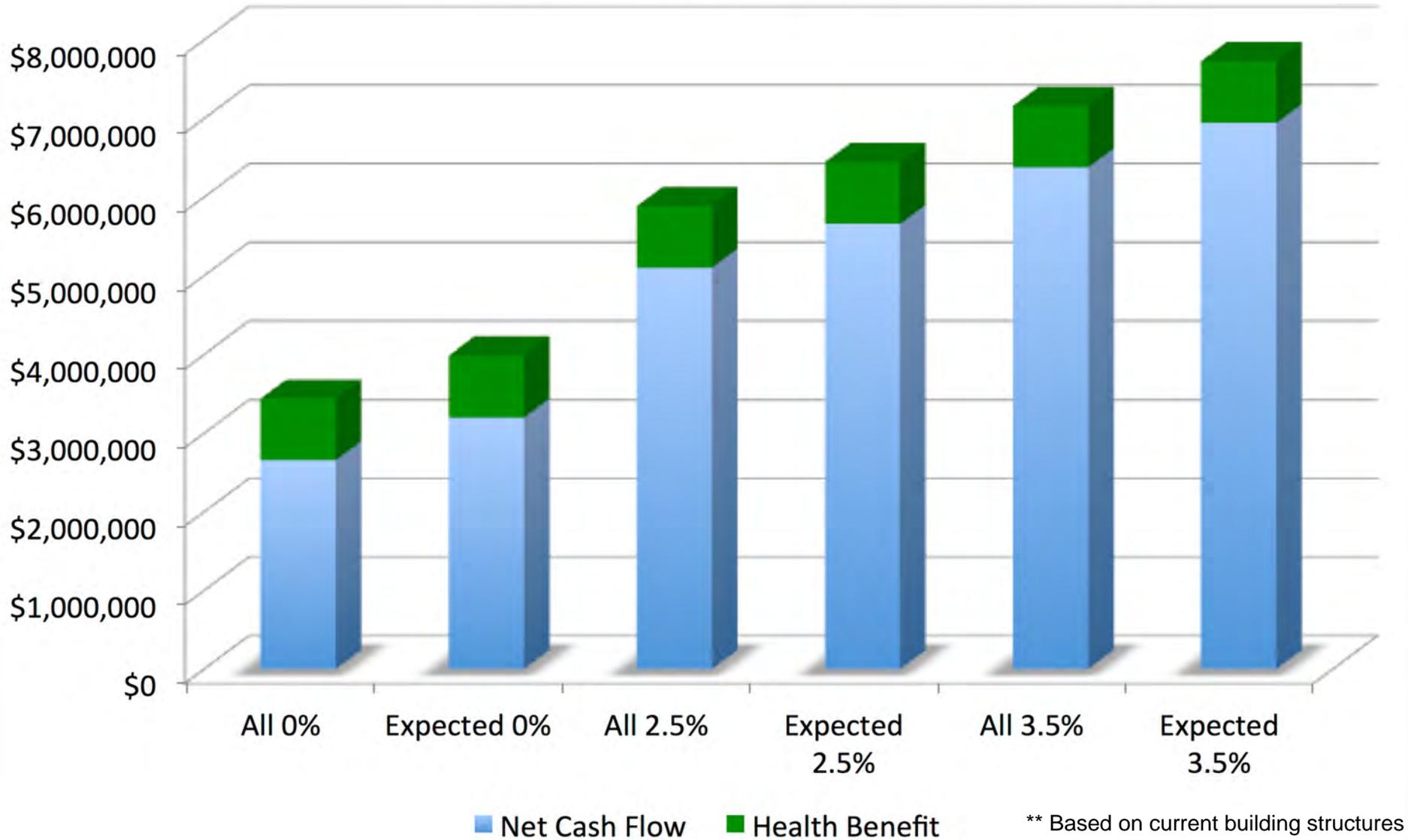
Building	Size (kW DC)	Production (kWh)
Lexington High School	459	548,462
Bowman Elementary School	94	113,084
Clarke Middle School	214	254,908
Harrington School	171	202,184
Estabrook School	133	158,549
Cary Memorial Library	38	43,615
Total	1,110	1,320,802



Rooftop Solar Net Benefit ^{**} After Remove & Replace Costs



Rooftop Solar Net Benefit ^{**} After Remove & Replace Costs



Key Issues Addressed

	Legal	Economic	DPF	Schools
• Construction and building access	✓	✓	✓	✓
• System Performance	✓	✓	NA	NA
• Ameresco sale / Non performance	✓	✓	NA	NA
• Change in law	✓	✓	NA	NA
• Roof Maintenance	✓	✓	✓	NA
• Roof Replacement	✓	✓	✓	NA
• Building Replacement (eg. LHS)	✓	✓	✓	✓
• Contract Extension	✓	✓	✓	NA
• Purchase Option	✓	✓	✓	NA



Rooftop Solar Update

We recommend that the Board of Selectmen

- Approve the award of the rooftop Power Purchase Agreement to Ameresco; and
- Authorize the Town Manager to sign the associated agreements to execute that transaction.



Backup Slides



Demolish / Rebuild LHS - 3 Options

1. Terminate and Remove solar from all 4 LHS buildings - yr 10

- Total Project \$909K positive cash flow in Year 10
- LHS alone \$26K positive cash flow in Year 10
- Total Project \$3.8M positive cash flow by Year 25

2. Remove, purchase and replace - Total Project \$5.8M, LHS \$2.3M

3. Remove/Replace + Purchase Blend - Total Project \$5.6M, LHS \$2.1M



Solar Agreement Overview

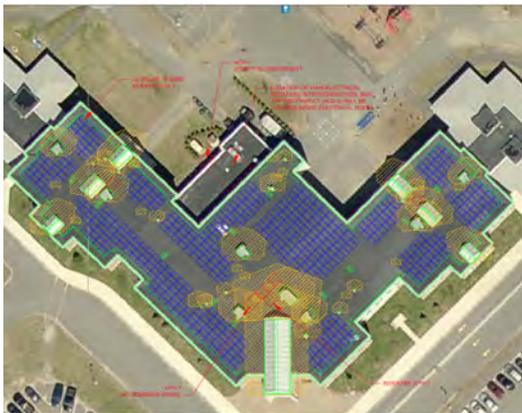
- Ameresco will install, own, operate, & maintain PV solar energy systems on Town buildings all at no upfront cost to Town
- Lexington will purchase all electricity generated at a negotiated 20 year rate (with a 5yr extension option).
- Our rate for solar energy will be less than the utility's electricity rate, creating savings for the Town.



Town Solar – Proposed Transaction



Existing



New

\$ Bill Payment

(kWh)

(Solar kWh)

\$ Net Meter Credit
~ 22 cents/kWh

\$ PPA 11 cents/kWh

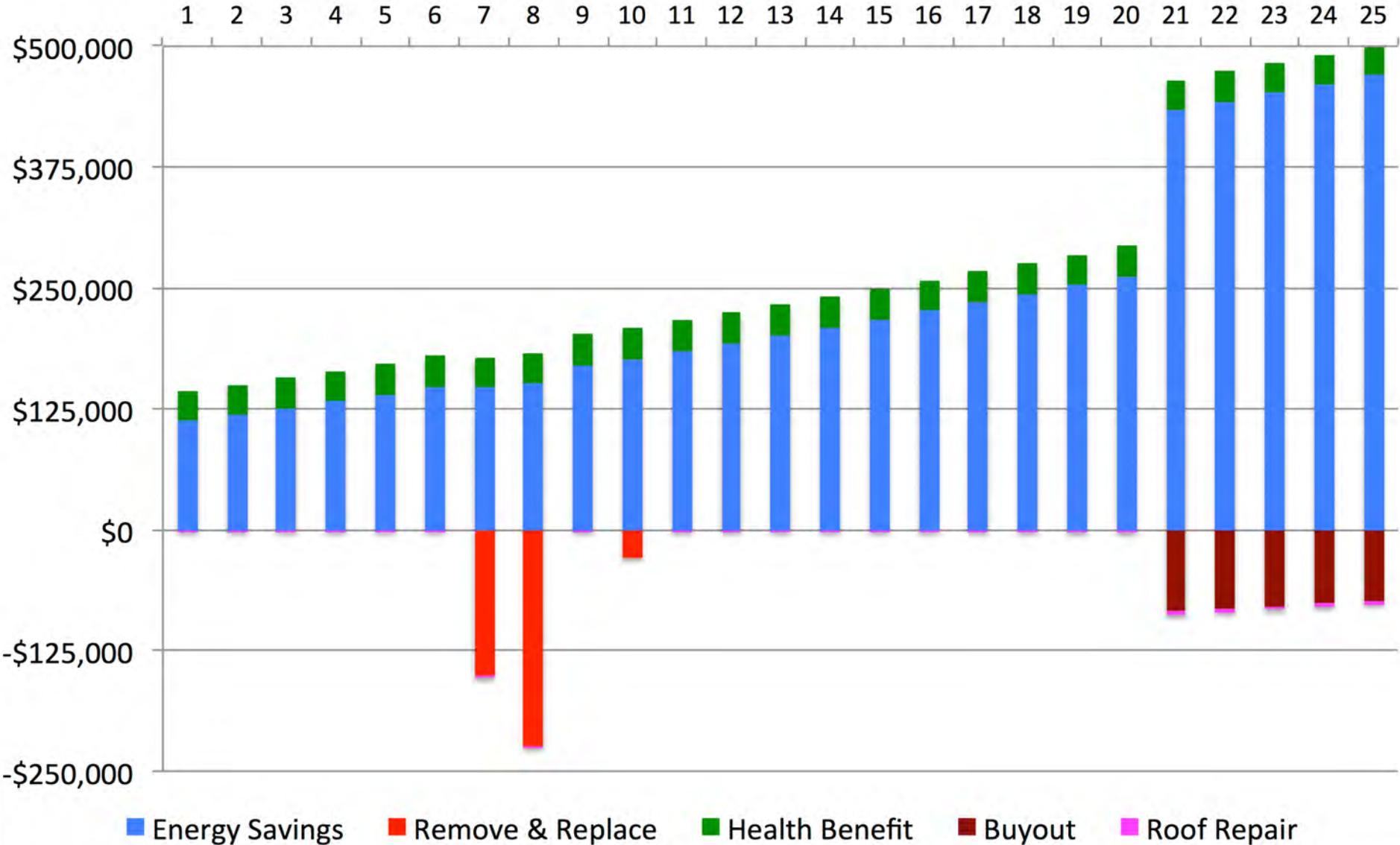


Solar Rate vs Net Meter Projection

(based on historical trends)



Rooftop Solar Annual Savings with Avg Rates & Expected R&R Costs



Net Meter Credits

- Electricity (kWh) x Rate (\$/kWh) = NMC (\$)
 - Retail rate based host's rate class
 - 100,000 kWh x \$0.222 / kWh = \$22,200 credit
- Host can allocate credits to different accounts
- Generation in one location can offset electricity costs in other locations
- No limit to number of accounts that can receive credits



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.3

SUBJECT:

Approval of Comcast Cable TV Renewal License

EXECUTIVE SUMMARY:

Dave Becker, member of the Communications Advisory Committee-Negotiating Subcommittee, will be at your meeting to provide information on the where negotiations are with Comcast.

See attached information.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to issue a preliminary assessment of denial of Comcast of Massachusetts III, Inc.'s cable television renewal proposal to the Town of Lexington, dated May 2, 2014.

STAFF FOLLOW-UP:

Selectmen's Office

July 25, 2014

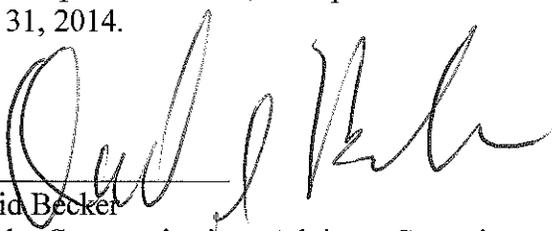
To: Members of the Board of Selectmen

The Negotiating Subcommittee of the Communications Advisory Committee has been working on a renewal license for Comcast for almost three years, and has come to agreement with the company on all major issues.¹ Only a few small wording difficulties remain to be resolved, but we are concerned that this may not be completed in time for action by the Board before the end of the license term on August 31, 2014.

Cable law and regulations provide a means for removing this risk. If the Board issues a "Preliminary Denial of License Renewal" to Comcast, the company will have an opportunity to convince the Town that it is indeed qualified for a renewal license. Effectively, negotiations can continue, if necessary, beyond August 31, in order for Comcast to demonstrate that it should be granted a renewal license.

This process benefits both the Town and the cable operator by not requiring final action at the next (and last scheduled prior to the end of the current license term) Board meeting on August 25, 2014. The CAC does not want to bring a license draft with unresolved issues to the Board, and it is conceivable that this last meeting may be cancelled by weather or other unforeseen circumstance. By issuing the Preliminary Denial, we allow time to complete the license in a proper manner, which is important because we will live with its terms for the next 10 years.

We request that the Board pass the motion stated in the attached document, allowing the Chair to issue the Preliminary Denial within the next several days. The CAC will provide a list of specific reasons, as required for the Preliminary Denial, no later than Thursday, July 31, 2014.



David Becker
For the Communications Advisory Committee

¹ See document "Summary of Changes in Draft Comcast Renewal License"

MOTION REGARDING THE CABLE TELEVISION RENEWAL PROCESS IN LEXINGTON

The Board of Selectmen, in its role as statutory Issuing Authority for the Town of Lexington, is hereby issuing a preliminary assessment of denial of Comcast of Massachusetts III, Inc.'s cable television renewal proposal to the Town of Lexington, dated May 2, 2014. The Board of Selectmen will also issue a written statement of reasons, in accordance with 207 CMR 3.06(3), detailing the reasons for its preliminary assessment of denial.

Changes to Comcast Cable Renewal License

Summary of Changes in Draft Comcast Renewal License

The renewal license is essentially equivalent to the current license. Here is a brief record of of disposition of proposed changes to the current Comcast cable license.

The Negotiating Subcommittee attempted to establish needs and desires of the public¹, the Town Manager², the Superintendent of Schools³, and LexMedia, which might be met under an anticipated renewal license with Comcast.

The following table lists the disposition of each item from these sources.

Source	Request	Comment	Comcast Response	Action
Town Manager	Free cable/Internet for Senior Center	As a public building, already entitled to, and receives, free basic cable	Comcast division that provides Internet bandwidth WILL NOT provide service as part of cable license	None taken
Town Manager	10+Mbps 2-way Internet service for Town use	Cable accounts have money to provide		None taken
Town Manager	Additional Internet addresses for Town use	End user (Town IT) must request. IPv4 addresses difficult to obtain	Comcast cannot provide	None taken
Town Manager	Dark fiber for I-Net backup	Cable accounts have money to provide	Comcast policy is to not use cable fiber for I-Net service	None taken
Town Manager	6-10 additional set-top cable boxes for each building for which Comcast provides free cable service	Not efficient use of set-top boxes	Comcast will provide up to three boxes per building. No objection to processing signals at building entry point and distributing cable signals in clear	Not a cable license issue - Comcast policy

¹ January 26, 2012 Ascertainment Hearing. As it happened, there were no comments or suggestions from this public hearing.

² January 9, 2013 letter from Carl Valente. See Attachment A

³ January 8, 2013 letter from Marianne McKenna. See Attachment B.

Changes to Comcast Cable Renewal License

Town Manager	Faster removal of cable drops when someone discontinues service	License already requires drop removal within two weeks of request		None taken
Town Manager	Have repair crews on duty during storms to ensure fallen cables are removed from streets	Not economically feasible because all repair crews are assigned to active repairs	Comcast has personnel available 24/7 to help Town personnel determine cable owner	Comcast provided 800 number to Town emergency personnel
Superintendent of Schools	Additional 2-way Internet service for School use		Comcast will provide "Business Basic" ⁴ service to schools with proper assurances	Not a cable license issue - Comcast policy
Superintendent of Schools	Additional Internet addresses for School use	End user (Schools IT) must request. IPv4 addresses difficult to obtain	Comcast cannot provide	None taken
Superintendent of Schools	Dark fiber for I-Net backup	Cable accounts have money to provide	Comcast policy is to not use cable fiber for I-Net service	None taken
Superintendent of Schools	3-7 set-top cable boxes for each school building for which Comcast provides free cable service	Not efficient use of set-top boxes	Comcast will provide up to three boxes per building. No objection to processing signals at building entry point and distributing cable signals in clear	Not a cable license issue - Comcast policy
LexMedia	Additional PEG channel with HD resolution	RCN already provides	Comcast WILL NOT provide HD PEG channel at this time. During term of renewal license,	None taken

⁴ Comcast's "Business Basic" provides relatively low bandwidth for a typical school (10 Mbps down, 2 Mbps up). However, if each of our nine schools gets this added service, we would have a gross increase of 90 Mbps down and 18 Mbps up. The net improvement would depend on the efficiency of integration of the new service with existing Internet service in each building.

Changes to Comcast Cable Renewal License

			if/when Comcast resolves technical and policy issues, will provide to Town.
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Comcast Requests

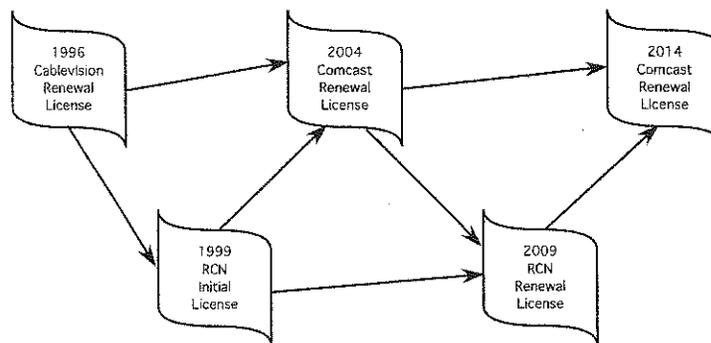
1. Comcast requested that the renewal license form and content be based on a new template that is currently a model for their company. We tried to have an open mind, but had difficulty in finding equivalences for many terms in the current license, and in understanding why other clauses in the new model were not needed in the current license. After consultation with the Board of Selectmen's liaison to the CAC, we informed Comcast that it was not in the Town's interest to change the license format, and that we would not agree to do so.

Two reasons for this:

(a) It would take significant time and cost (for legal advice) to analyze the new document and make sure everything important to the Town was present;

(b) The basic license used for both RCN and Comcast has evolved since 1996. We understand it, and we can ensure parity in our agreements with the two companies (see figure below). All this would be lost in a radical change of license format.

Evolution of RCN/Comcast Licenses



2. Comcast asked for a change in the formula for computing their payment “in lieu of an I-Net”, introduced in their 2008 license amendment when they could no longer provide their coax cable-based I-Net. Payment is currently \$17,606 per year. Comcast would like to compute the payment as a percentage of gross cable revenues (as the

Changes to Comcast Cable Renewal License

PEG/Technical Initiative payments are computed), so that the amount would be reduced if their cable revenues go down. Exact percentage (approximately 0.5%) would be selected to make the first year's payment equivalent to \$17,606. The subcommittee was sympathetic to their request, but wanted a *quid pro quo*: What would Comcast offer the Town in return for the potential loss of revenue? The only suitable benefit that we could identify was the HD PEG channel, but Comcast refused to consider putting language promising this channel into the license. So the payment remains at \$17,606 per year.

Bottom line: Comcast rejected all our license-related requests, but agreed to all our non-license, corporate policy requests. We rejected Comcast's request to use another template for the renewal license and a new formula for computing "in lieu of I-Net" payments because we got nothing in return. So, except for a few clarifying/simplifying text changes, we expect to be operating under the same license terms for the next 10 years.

Changes to Comcast Cable Renewal License

Appendix A. Town Manager Requests

Memorandum

To: Jim Goell, Chairman, Communications Advisory Committee
From: Carl F. Valente, Town Manager
Date: January 9, 2013
Re: Comcast Negotiations

Thank you for the opportunity to offer suggestions for the upcoming Comcast renewal license negotiations. Below are the suggestions from the Senior Staff:

1. Human Services Department (Charlotte Rodgers)

The Senior Center uses Comcast for wireless internet and cable TV. Both services are enjoyed by seniors and the use of computers with our Computer Club is growing. This service is essential as we can provide wireless without using the secure network of the Town.

The cost for this service is \$119.23 per month, annualized to \$1433.16 Comcast also charges the Town for any service needs.

Currently, this service is funded by a gift from the Friends of the Council on Aging. Would this be a cost that could be negotiated with Comcast?

2. Information Technology Department (Dorinda Goodman)

Ideally we would like bandwidth provided by Comcast, at no charge, and some IP addresses. The exact amount would be open for discussion. A minimum amount of 10Mb up and down would be used for failover and serve basic Town needs. If we can get more bandwidth and significantly add to the current amount of bandwidth so we don't have to buy more in the near future, that would be preferable.

In addition, if Comcast is able to provide some redundant pathways for our MAN (municipal area network, i.e. dark fiber) we would like to make use of that.

We would also like Comcast to provide additional set top cable boxes. They currently provide 3 at no charge. We would like a minimum of 6 per building but would prefer 10.

3. Police Department (Chief Corr)

Faster removal of wires from poles when someone discontinues service. A timeline and/or penalty could encourage cable companies to make this a high priority.

Changes to Comcast Cable Renewal License

Storm damage. Having repair crews on-duty during storms -- preferably in coordination with RCN & Verizon to insure that cable lines are kept clear of public ways.

Thank you for this opportunity to provide these items for the negotiations for a new Comcast cable license. Should you need further information please feel free to contact the department managers listed above.

Changes to Comcast Cable Renewal License

Appendix B. Superintendent of Schools Requests



Lexington Public Schools

146 Maple Street • Lexington, Massachusetts 02420

Dept. of Technology
Marianne M McKenna
January 8, 2013

Re. Comcast Negotiations ; License Proposals

To : Paul Ash, Superintendent of Schools
Jim Goell Communications, Advisory Committee

Thank you for soliciting input from the schools IT department. We have two suggestions.

1. In line with the town's IT request, the schools would also like data bandwidth to be used as redundant pathway for failover ideally for all of our school buildings (13 physical buildings), but priority to the Central Administration site and to the Main (Humanities) Building of Lexington High School (where our data center is located). 10-50Mb capacity is sufficient for near term. We certainly agree with the town IT's suggestion as to whatever extent we can, building redundant pathways to key MAN/LAN locations would be advantageous. At this time our current bandwidth capacity is more than sufficient for our demand, but additional capacity for potential future use is always good insurance.

2. We would like Comcast to provide cable set up boxes as follows: 3 boxes each for our 6 elementary schools, 4 boxes each for our 2 Middle Schools and 7 boxes for the high school.

If you need further input from the schools, please let us know.

cc. Thomas Plati, Director of Education Technology
Paul Musto, Network Administrator
Dorinda Goodman, Town IT

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

PRESENTER:

Bill Hadley
David Pinsonneault

ITEM NUMBER:

I.4

SUBJECT:

Public Works Update on Summer Construction
Update on Bedford Street/Hartwell Avenue Pedestrian Crossing

EXECUTIVE SUMMARY:

DPW staff will provide updates on summer construction projects and recent discussions with MassDOT on the pedestrian crossing at Bedford Street/Hartwell Avenue.

FINANCIAL IMPACT:

NA

RECOMMENDATION / SUGGESTED MOTION:

None

STAFF FOLLOW-UP:

PROJECT UPDATE – July 2014

TAX LEVY

Comprehensive Stream Management Plan **\$ 390,000**

- *Charles River Stream Management Plan:* This plan has been completed and the report can be found on line.
- *Shawsheen River Stream Management Plan:* The plan is completed and the report can be found on line.
- *Mystic River Watershed Management Plan:* The plan is completed and the report can be found on line

Implementation of the plans are underway.

NPDES Phase II – Stormwater general permit **\$ 140,000**

The annual report has been submitted to MassDEP and the EPA. We continue to work on permit compliance and have had great assistance from the Conservation staff and the Stewards. Additionally, the Illicit Discharge Detection and Elimination (IDDE) program has been enhanced to include approximately 20 UMass Lowell Engineering students to sample and analyze test results. Two areas of high bacteria counts have been found including the Vine Brook and Mill Brook. Repairs have been made to the Vine Brook area and early sampling results show that the repair has eliminated the bacteria source. The Mill Brook repairs are currently under construction.

Storm Drain Improvements **\$ 340,000**

Drainage improvement has continued throughout town with a focus on the areas that are undergoing paving or reconstruction work. Additional drainage work is anticipated in numerous locations throughout town as problems are identified.

Butterfield Dam **\$ 530,000**

Phase I and phase II improvements have been completed.

Concord Ave sidewalk design and construction **\$ 3,340,000**

Final design plans have been completed and the project is currently in the permitting stage. Additionally the trees have been evaluated that are anticipated for removal. The Engineering Division will be meeting with direct abutters to discuss the removal plan prior to the official posting for the shade tree hearing. Implementation of this plan will also include upgrades to the Waltham Concord traffic signal. Construction funds were obtained at the 2013 ATM and construction is expected to commence in the 2015 construction season.

Central Business District Streetscape design **\$ 290,000**

The 25% design phase has been completed and a meeting to discuss the design will be scheduled with the Board of Selectman in early fall. The meeting will provide valuable updates to the board and will also provide direction for the design moving forward.

Additionally the conceptual plan stage of the Battle Green traffic improvements plan are near completion and will then move into the 25% design phase.

Three intersection project **\$ 125,000**

Two Public meetings have been held to present the project. Refinements from these meetings have been incorporated into the plans. MassDOT project review committee has approved the project and determined that this project is eligible for federal construction funding. The 25% design plans have been submitted to MassDOT for review and we have received review from several sections of MassDOT. Once all the reviews are received a 25% public hearing will be scheduled to discuss the project.

Street Improvements **\$ 2,600,000**

This year's street improvement includes approximately 5 miles of roadway paving and reconstruction as well as sidewalk replacement and installation of accessible pedestrian ramps throughout the project. Major roads include sections of Bedford Street, Massachusetts Avenue, Simonds Road, and the Hancock Street roundabout. Additionally, as part of the street resurfacing contract, the Bike trail will be resurfaced from the Arlington Town line to Fottler Avenue and from Woburn Street to Fletcher Avenue. The funding is from a previously designated bikeway resurfacing Town Meeting article. Further resurfacing of the bikeway is expected to continue in future years. Shade Street traffic calming design is near completion with construction beginning in either early fall or the spring of 2015.

Westview Cemetery Irrigation **\$35,000**

This project is completed.

Park Improvements – Athletic Fields **\$65,000**

Sutherland Park – The back stop and fencing work began this July. The turf and grading work will begin at the end of September.

Hastings Park Irrigation - **\$75,000**

This project was completed in June 2014.

Town wide Signalization Improvements **\$125,000**

The Worthen Road / Waltham Street intersection has been completed and evaluation is underway for upgrades at the Bikeway at Bedford, East at Lowell, North at Lowell, and Brookside at Waltham.

Town wide Sidewalk Improvements **\$600,000**

Complete the second phase of the path connecting Worthen Road and Middleby Road behind Lincoln Field. Sidewalks on Muzzey St., Taft Ave., Baskin Rd., Turning Mill Rd. East St. near Adams St. and sections of Forest St. and Clarke.

Estabrook School / Grove Street improvements **\$250,000**

Construction has been completed.

Robinson Road sidewalk **\$1,000,000**
The design has been completed and the contract has been awarded. Construction will commence in July with completion anticipated for either late fall of 2014 or spring of 2015.

Culvert Replacement **\$390,000**
Replacement of the Concord Ave culvert carrying the Beaver Brook has been completed. The design of the Revere Street culvert replacement is near completion and the North Lexington Brook culvert crossing under the bikeway near Camellia Place is under design. This culvert construction will result in temporary closure of the bikeway at this location.

Minuteman Bikeway Culvert **\$200,000**
Replacement of a collapsed culvert north of the Seasons Four nursery entrance has been completed and the design of the culvert under the bikeway behind the Munroe Center for the Arts has been designed and permitted and is currently out to bid with fall construction anticipated. This work will result in a temporary closure of this section of the bikeway.

Hartwell Ave Improvements **\$600,000**
Improvements to Hartwell Ave are currently in the design phase and include work at the Kiln Brook Bridge, Maguire intersection improvements, and an improved pedestrian crossing on Bedford Street in the vicinity of the jug handle.

Traffic Island Renovation (Jug Handle at Hartwell Ave) **\$83,000**
Bid specs are being developed for landscape improvements to the large island and the three smaller islands with construction targeted for fall 2014 and spring 2015.

ENTERPRISE FUNDS

Water System Improvements **\$ 900,000**
The programmed 2013 water system work was completed. The work included water main replacement along Bedford Street from Worthen Road to North Hancock Street as well as main replacement on Shirley Street, Sunny Knoll Avenue, Larchmont Street, and Manning Street.

In 2014, the engineering staff and consultants will undertake comprehensive assessment of the condition of the two aging water mains on Massachusetts Ave in the east Lexington area from the Arlington town line to the Woburn Road. The scope of the study will include excavation to remove sections of the pipe for testing. Additional testing techniques will evaluate the capability of the pipe to deliver proper flow. A program of system renovation will be developed.

Sanitary Sewer Improvements **\$ 1,200,000**

Wastewater collection system rehabilitation work is underway. Trenchless technology is being used on pipe and manholes town wide including trunk sewers in the east Lexington area. This year the program will line 6,800 linear feet of sewer with cured-in-place polyester lining. It will seal approximately 140 manholes and it will clean, inspect and seal of defective

joints in 8,000 linear feet of sewer. This work is, for the most part, in the East Lexington areas near Massachusetts Avenue.

Simultaneously, our consulting engineer will undertake light cleaning and flow isolation studies to survey 150,000 linear feet of sewer also in collection basins in the eastern parts of town. This work focuses efforts for future rehabilitation.

Pump Station Upgrades - \$600,000

The engineering division and contractors completed work to upgrade the Concord Ave and the Potter Pond wastewater pumping stations. The work included permanent emergency generators to operate the stations in the event of utility power outage. Standby generation is now on line for those two stations. Priorities for 2014 were rearranged because of sudden deterioration of the Brigham Road pump station. Design engineers are working on an upgrade of the Brigham Road station. Construction is projected for later in 2014.

COMMUNITY PRESERVATION FUNDS

Monument Conservation/Repair at the Historic Cemeteries \$365,000

The final phase of this project will target the remaining stones and markers at Ye Olde Burying Ground and Munroe Cemetery. Ivan Myjer has been hired to develop the plans and specifications for this project. A bid date in the fall of 2014 is expected.

Old Reservoir Stormwater Improvements \$ 759,000

Construction has been completed.

Pine Meadows golf course preservation \$ 200,000

The construction was completed this past winter.

Hastings Park Gazebo \$15,000

Colin Smith is developing the plans and specs for the necessary repairs and bring the Gazebo into ADA compliance. Work is targeted for September/October 2014.

Center Playfields Drainage Improvement \$875,173 – Phase 1

\$911,863 – Phase 2

\$605,781 – Phase 3

Phase 1 construction is complete.

Phase 2 construction is near completion.

Phase 3 contractor has been hired with the project to begin in the fall.

Battlegreen Area Master Plan Implementation \$50,000 – Phase 1

\$143,845 – Phase 2

The project will address monument restoration, treatment around the monument areas, pathways and fencing. Plans and specifications are being developed for review with various committees and boards with a target project date in the spring of 2015.

Lincoln Park Field Improvements **\$565,000**
(\$150,000 is CPA) This is phase 1 of a 3 phase project to replace the synthetic turf, regrade and make any necessary changes to the field. The field has been installed, but not accepted and legal counsel is involved.

REVOLVING FUND

Hartwell Avenue Culvert **\$ 390,000**
Construction has been completed.

Hartwell Ave Organics Facility **\$ 68,750**
The town has decided not move forward with the RFP at this time.

Hartwell Avenue Security **\$82,000**
Security cameras have been installed.

Park and Playground Improvements **\$147,000**
\$70,000 is for is a multi year program to replace the rubberized safety surface at the Lincoln Park Playground -- \$77,500 is to purchase and install new equipment at the skate park. Construction is scheduled for the fall of 2014.

GRANT FUNDS

Spring Street / Concord Avenue Intersection Improvements and Hayden Avenue Sidewalk Improvements **\$ 1,250,000**
Construction has been completed.

Bikeway Wayfinding Grant **\$41,500**
The Town, through the Bike Path Committee, and in conjunction with the Towns of Bedford and Arlington received a grant in the amount of \$41,500 from the DCR. Toole Design Group was hired to develop a master plan/design for wayfinding which has now been completed. Snowy Owl Maps was contracted to produce a new bikeway map which is available.

Miscellaneous (funding source varies)

- *Center Playfields Bathroom (revolving fund):* Connected.
- *Hydrant replacement (enterprise fund - \$100,000):* The hydrant replacement program is developed from a list provided by the Fire Department and from known defective hydrants. A total of 90 hydrants were replaced this past year.
- *DPW Equipment (tax levy - \$340,000, enterprise fund - \$309,000):* All equipment from the FY2014 budget have been purchased and delivered. Bids will be developed in July for the FY2015 approved vehicles.

- *Environmental Monitoring (tax levy):* Hartwell Ave landfill and Lincoln Fields. The police station monitoring is complete and the site has been closed out.
- *Antony Park:* Bids are being solicited for the construction of Antony Park which will be located at the east of Tower Park. The park will include a sitting wall, pathways, landscaping and benches. The water line has been installed and construction is scheduled for the fall of 2014.

STATE AND FEDERAL FUNDS

State Projects

- Grove Street / 128 Bridge repairs are in progress and include repair of a damaged beam and some pavement repairs.
- Rte 2 / 128 Bridge is under construction.
- Marrett Road resurfacing from Spring Street to Wilson Road is under construction and near completion.

Operating Budget –

Street Lights - The installation of the new induction type street lights were completed in December 2010. Some of the new lights failed; and we had difficulty getting a response from the manufacturer. The replacement of the new lights are under warranty. We are working with Town Counsel on the warranty language to insure the Town recoups money spent that is covered under the warranty. Since the new induction lights have been installed our electricity costs have been reduced by \$110,000. We installed LED streetlights in the Center as a pilot program.

OTHER

- The Town of Bedford will be relining the sanitary sewer force main along Bedford Street from approximately the town line to the Route 128 ramps. This work is expected to commence in late July and run through the end of October.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.5

SUBJECT:

MBTA Letter Regarding Town Meeting Resolution for Additional Service to Lexington

EXECUTIVE SUMMARY:

Attached is a proposed letter to send to the MBTA regarding the possibility of expanding service to Lexington and neighboring communities. This letter was drafted by the Transportation Coordinator with input and review by the Transportation Advisory Committee in response to a Town Meeting resolution regarding public transportation in Lexington.

See attached letter and a copy of the motion for Article 24 – Public Transportation in Lexington.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to send a letter to the Massachusetts Bay Transportation Authority regarding expanding service in Lexington and neighboring communities.

STAFF FOLLOW-UP:

Selectmen's Office

D R A F T

July 28, 2014

Beverly A. Scott, General Manager
Massachusetts Bay Transportation Authority
Ten Park Plaza
Boston, MA 02116

Dear Ms. Scott:

The Lexington Board of Selectmen is writing this letter to open a dialogue with the MBTA regarding expanding service to Lexington and neighboring communities. Specifically, we would like to explore with the MBTA how we can better accommodate late night and weekend riders on bus routes serving Lexington. This matter was recently discussed at Lexington's Annual Town Meeting, and a copy of the resulting resolution is enclosed.

MBTA Routes 62 and 76 handle three quarters of a million rides annually. These routes provide critical connections between Alewife Station and the towns of Lexington, Arlington, Bedford and Lincoln. Major destinations include Lincoln Labs, Bedford VA Hospital, Hanscom Air Force Base and Civil Terminal, commercial districts along Route 128/95, Minute Man Regional Technical High School, Minute Man National Park and other major historic sites. Additional public transit is needed to address congestion on Route 2 and capacity limitations at the Alewife parking garage. Expanding the scope of the MBTA service to our area would be an important step toward addressing traffic problems and expanding economic opportunities.

Lexington has shown a commitment to public transportation that we believe exceeds that of most towns. We have operated our own neighborhood bus service for almost thirty-five years, and recently joined the 128 Business Council TMA as a Community Member. We have actively supported aggressive legislative action to secure MBTA financial stability. Yet residents continue to absorb MBTA fare increases, and reductions in MBTA services and Suburban Transit funding. Our community has less service now than we did 35 years ago when Lexington was served by commuter rail and four bus routes. Today, we are left with only two week-day bus routes, limited Saturday service, and no service on Sundays.

July 28, 2014

The current level of service provided by the MBTA does not meet our area's transportation needs. A 2012 transportation survey conducted by a MAPC regional advisory group showed that Lexington residents would like to have more frequent and later bus service, express service to Alewife Station, service on Sundays, and additional routes to adjoining towns. We were very excited to hear about the new "Night Owl" pilot service which expanded evening service hours within the MBTA core. We would like to suggest similar pilot programs to address the needs of your Lexington-based customers.

Thank you for giving this vital matter your full consideration. We look forward to hearing from you.

Very truly yours,

Joseph N. Pato
Chairman

JNP/jr

Enclosure

cc: Representative Jay Kaufman
Senator Kenneth Donnelly
Senator Michael Barrett
Bijan Afshartous
Transportation Advisory Committee

Article 24 PUBLIC TRANSPORTATION IN LEXINGTON (*Citizen Article*)

MOTION: Resolved: That the Board of Selectmen be requested to explore with the MBTA the possible expansion of service to the Town to accommodate late night and weekend riders on bus routes serving Lexington.

(3/24/14)

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.6

SUBJECT:

Joint Discussion with Planning Board – Fill Vacancy on Planning Board

EXECUTIVE SUMMARY:

Attached is Greg Zurlo's resignation from the Planning Board, effective June 17, 2014 and the relevant sections of the MGLs governing procedures for a replacement. On June 19, 2014 the Board voted to issue a Notice of Intent and a legal notice was put into the Lexington Minuteman on June 26 requesting candidates to fill the Planning Board vacancy. Ginna Johnson submitted her interest. The Planning Board will bring their recommendation to the Selectmen.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Joint roll call vote of Planning Board and Board of Selectmen members:

Motion to appoint _____ to the Planning Board to fill the unexpired term of Gregory Zurlo until the Annual Town Election in March 2015.

STAFF FOLLOW-UP:

Selectmen's Office



Town of Lexington
Town Clerk's Office

Donna M. Hooper, Town Clerk

Tel: (781) 862-0500 x84551
Fax: (781) 861-2754

MEMORANDUM

TO: Deborah Mauger, Chairman Board of Selectmen
Charles Hornig, Chairman, Lexington Planning Board

FROM: Donna M. Hooper, Town Clerk

RE: Planning Board Resignation – Gregory Zurlo

DATE: June 16, 2014

In accordance with MGL c. 41 §11, c. 41 §81A and c. 41 §109, attached please find a copy of the resignation of Planning Board Member Gregory Zurlo, submitted June 16, 2014.

Mr. Zurlo's resignation from the Planning Board is effective June 17, 2014.

Attached are copies of the above referenced relevant sections of Massachusetts General Laws governing procedures for appointment of Mr. Zurlo's replacement.

I will await notification of action from your Boards. Thank you.

cc: Maryann McCall-Taylor, Planning Director
Carl Valente, Town Manager

MGL Chapter 41: OFFICERS AND EMPLOYEES OF CITIES, TOWNS, and DISTRICTS

Section 11. Appointment to fill vacancy in town office.

As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.

Section 81A. Planning Board; establishment; membership; tenure; vacancies.

Any city except Boston, and, except as hereinafter provided, any town may at any time establish a planning board hereunder. Every town not having any planning board shall, upon attaining a population of ten thousand, so establish a planning board under this section. A planning board established hereunder shall consist of not less than five nor more than nine members. Such members shall in cities be appointed by the mayor, subject to confirmation by the city council and in towns be elected at the annual town meeting or be appointed in such manner as an annual town meeting may determine; provided, that a town which has a planning board established under section seventy may, at an annual town meeting or at a special town meeting called for the purpose, vote to establish a planning board under this section and may provide that the members of the planning board then in office shall serve as members of the planning board under this section until the next annual town meeting. When a planning board is first established or when the terms of members of the planning board established under section seventy serving as members of the planning board under this section expire, as the case may be, the members of the planning board under this section shall be elected or appointed for terms of such length and so arranged that the term of at least one member will expire each year, and their successors shall be elected or appointed for terms of three or five years each as determined by the city council in the case of a city and by the town meeting in the case of a town. Any member of a board so established in a city may be removed for cause, after a public hearing, by the mayor, with the approval of the city council. A vacancy occurring otherwise than by expiration of term shall be filled for the unexpired term, in a city, in the same manner as an original appointment, and, in a town, if the members of the board are appointed, in the same manner as the original appointment. If the members of a planning board are elected, any unexpired term shall be filled by appointment by the board of selectmen and the remainder of the members of the planning board until the next annual election, at which time, such office shall be filled, by election, for the remainder of the unexpired term. All appointments pursuant to this section shall be in the manner provided in section eleven. Such a board shall elect annually a chairman and a clerk from among its own number, and may employ experts and clerical and other assistants. It may appoint a custodian of its plan and records, who may be the city engineer or town clerk. No member of a planning board shall represent before such board any party of interest in any matter pending before it.

Towns of less than ten thousand inhabitants, having no planning board established under this section may, by vote of the town meeting, authorize the board of selectmen to act as a planning board under this section until such a board is established; provided, that any such town, upon attaining a population of ten thousand, shall establish a planning board hereunder.

Section 109. Resignation; notice; residence requirements

No resignation of a town or district officer shall be deemed effective unless and until such resignation is filed with the town or district clerk or such later time certain as may be specified in such resignation. Upon receipt of a resignation the clerk shall notify the remaining members, if the resignation is received from a board of two or more members, and he shall further notify the executive officers of the town or district and such notification shall include the effective date of the resignation. Unless otherwise provided by general or special law, ordinance or by-law, a person need not, in order to accept appointment to a public office in a town or district, be a resident of such town or district; provided, however, that if an appointed town or district officer is required to become a resident within a period of time specified at the time of his appointment by the board or officer making the appointment but fails to do so within the time specified, or if an elected or appointed town or district officer removes from the town or district in which he holds his office, he shall be deemed to have vacated his office.



GINNA JOHNSON

EDUCATION

University of Pennsylvania, Philadelphia, PA, MLA
Smith College, Northampton, MA, AB

PROFESSIONAL EXPERIENCE

Principal, Esker Company, Lexington, MA, 2005-present
Hargreaves Associates, Cambridge, MA, 2003-2004
CRJA, Boston, MA, 1996-2002
Olin Partnership, Philadelphia, PA, 1992-1996

RELATED PROFESSIONAL EXPERIENCE

Department of Landscape Architecture, Harvard University
Graduate School of Design, Cambridge, MA,
Lecturer, Spring 2000 - 2003, 2006
Visiting Critic, Spring 2007-2009
School of Architecture, Art and Historic Preservation
Roger Williams University, Bristol RI
Visiting Critic, Fall 2013

VOLUNTEER WORK

Town Meeting Member, Precinct 5, Town of Lexington, MA
Co-chair, Nominating Committee, Follen Community Church,
Unitarian Universalist, Lexington, MA

SELECTED PROJECT EXPERIENCE

The Fessenden School, Waltham Street Entry, Waltham MA
Perkins School for the Blind, Watertown, MA
Grousbeck Center for Students and Technology
Lower School Renovation and New Classroom Building
Arnold Arboretum, Boston, MA, Weld Hill Stockpile Grading
Michael Klahr Holocaust Education Resource Center,
University of Maine at Augusta, Augusta, ME
First Street, 21st-Century Waterfront, Chattanooga, TN
Emery Park in Depot Square, Lexington, MA
Surf Park, Manchester and Gloucester, MA
Agnes Scott College Master Plan, Decatur, GA
Buckingham, Browne & Nichols School,
Lower School Planning Study, Cambridge, MA

PROFESSIONAL REGISTRATION AND CERTIFICATION

Registered Landscape Architect, Massachusetts #1551
Registered Landscape Architect, Pennsylvania # LA-001362-E
SDO-certified woman-owned business enterprise (WBE)

Star Hill Farm, South Woodstock, Vermont

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

PRESENTER:

Carl F. Valente

ITEM NUMBER:

I.7

SUBJECT:

Discuss 21 Muzzey Street Proposed Development

EXECUTIVE SUMMARY:

At the July 14 Selectmen's meeting, the Town Manager brought to the Board's attention the development proposed for 21 Muzzey Street. This development, which should be very positive for the Center, would require the Zoning Board of Appeals to waive the zoning requirement for approximately 20 parking spaces (the proposed development will have no parking associated with it). In light of the recent parking study and parking plan adopted by the Board of Selectmen, staff recommends that the Board consider requesting that the ZBA include in its Special Permit conditions the requirement that the developer provide some type of parking mitigation (as negotiated between the Selectmen and developer) in order to receive a waiver of the zoning requirement for parking.

The attached memorandums from the Economic Development Director and Planning Board provide further background on this matter.

FINANCIAL IMPACT:

NA

RECOMMENDATION / SUGGESTED MOTION:

Authorize the Town Manager to negotiate, for the Selectmen's approval and signature, a Memorandum of Agreement with the developer of 21 Muzzey Street, to mitigate the zoning requirement for parking for that proposed development.

STAFF FOLLOW-UP:

TMO and Finance

Town of Lexington

1625 Massachusetts Ave.
Lexington, MA 02420

Memorandum

To: Carl Valente, Town Manager
From: Melisa Tintocalis, Economic Development Director
Date: July 24, 2014
RE: Staff Recommendation for Mitigation of Parking for 21 Muzzey

On July 23, 2014 staff from the Planning, Community Development and Economic Development Departments met with you to discuss the redevelopment proposal at 21 Muzzey Street and the associated request for a Special Permit from the Zoning Board of Appeals to waive the required parking spaces. The following summarizes the outcome of the discussion:

Staff recommends that the Zoning Board of Appeals only consider granting a Special Permit to waive the required parking for this project if the mitigation for the requested number of parking spaces is provided by one (or a combination) of the following options:

1. Provide documentation through a contract/lease on an annual basis that indicates the developer has secured 20 parking spaces, the number currently requested under the Special Permit, with a private property owner(s); or
2. Provide the Town annual payments equivalent of the value the Town charges for an annual business parking permit per the total number of parking spaces requested, currently proposed under the Special Permit as 20 spaces; or
3. Partner with the Town's Economic Development Director to coordinate property owners adjacent to the Cary Library parking lot to agree to aggregating individual lots and developing a large shared parking lot that would increase the overall number of parking spaces in the area per the recommendation in the Nelson Nygaard May 2014 Parking Management and Implementation Plan. *This option assumes an agreement would be completed prior to the Certificate of Occupancy being issued by the Building Commissioner. In the event the agreement requires more time or cannot be achieved, the developer would have to mitigate the parking by options 1 or 2 described above.*

Subsequent to the staff level meeting, the developer, Todd Cataldo, requested a meeting with staff to discuss the rationale for their recommendation. The meeting was held the next day, on July 24th with the Town Manager and staff from the Planning, Community Development and Economic Development Departments, and it also included the developer's attorney, John Farrington. After discussion of the rationale for the parking mitigation and the options, the developer expressed willingness to provide the recommended mitigation in some fashion as outlined. However, details were not discussed. A Memorandum of Understanding would need to be drafted if the Board of Selectmen approves any type of negotiation.



TOWN OF LEXINGTON PLANNING BOARD

Charles Hornig, Chair
Nancy Corcoran-Ronchetti, Vice Chair
Timothy Dunn, Clerk
Richard L. Canale
Virginia Johnson, Associate

1625 Massachusetts Avenue
Lexington, MA 02420
Tel (781) 698-4560
Facsimile (781) 861-2748
planning@lexingtonma.gov

July 23, 2014

Zoning Board of Appeals
1625 Massachusetts Avenue
Lexington, MA 02420

Re: Zoning Board of Appeals Cases for July 24, 2014

Dear Members of the Board:

At its meeting of July 16, the Planning Board reviewed the applications for your board's upcoming meeting and offered the following comments for your consideration.

21 MUZZEY STREET

The Planning Board wishes to raise four principal items. First, this project represents a rare opportunity for the redevelopment of a property in the Center, one that the Planning Board believes fits with its vision for the area. Some of the requested relief would not be necessary had Town Meeting approved the changes we recommended to the CB District in 2012. Several members of our board raised concerns with the requested transition and screening relief, and the potential impact it could have on the area.

Next is the matter of the parking relief. In the past, this sort of relief has been granted, typically with some sort of mitigation, like parking permits or similar agreements. Given the Town's renewed focus on parking in the Center, the Board feels strongly that appropriate mitigation must be garnered from applicants looking for parking relief. There are many "new" ideas contained in Nelson\Nygaard's latest report on improving management of the Center's parking spaces, of which the concept of allowing development projects to make a payment in lieu of parking is one. The proposed 21 Muzzey Street project represents an opportunity to put that suggested practice into action. Our Board understands that the applicant and the Town are negotiating a mutually acceptable agreement in time for your meeting.

Finally, we highlight that while discussed in passing, the applicant provides no information on how this proposal meets the criteria for the sought after variance which should focus on how the soil, shape, and topography of this lot differ from those in the district generally.

324 WALTHAM STREET

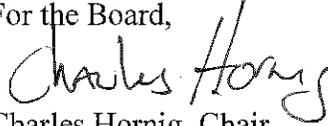
The requested signage and lighting proposal for Cumberland Farms also engendered a response from Planning Board. Specifically it discussed the potential for light clutter, scrolling text, and the possibility that these signs could display advertisements. It is strongly encouraged that any approval be limited to static text containing no advertisements.

13 BEDFORD STREET

This request, if granted, should be conditioned to clarify that this is not an accessory apartment in an accessory structure. It was noted that this lot could not meet the prerequisites of that permit, but that the approval of this new floor area could lead to the space's eventual conversion.

Thank you for your consideration of this matter.

For the Board,


Charles Hornig, Chair



AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

PRESENTER:

Carl F. Valente

ITEM NUMBER:

I.8

SUBJECT:

Elimination of Disposition/Burial Permit Fee

EXECUTIVE SUMMARY:

See attached memo from Town Clerk.

FINANCIAL IMPACT:

Estimated \$3,000 loss of revenue to Town.

RECOMMENDATION / SUGGESTED MOTION:

Move to eliminate the \$15 fee for issuance of disposition/burial permits, effective August 1, 2014.

STAFF FOLLOW-UP:

Town Clerk and Finance



Town of Lexington

Donna M. Hooper, Town Clerk
dhooper@lexingtonma.gov

781-862-0500 x84550
fax: 781-861-2754

MEMORANDUM

TO: Carl Valente, Town Manager
FROM: Donna Hooper, Town Clerk
RE: Elimination of Disposition/Burial Permit Fee (\$15)
DATE: July 22, 2014

Lexington charges a \$15 burial fee for issuance of a disposition/burial permit as part of all death certificates generated for persons who pass away in Lexington. With the implementation of a fully on-line 'E-Deaths' system planned for August 1, 2014, I recommend the \$15 burial/disposition permit fee be eliminated.

The new system basically makes the 2-step process (burial permit, death certificate) a 1-step process, reducing the amount of work generated for issuance of the disposition/burial permit. It is anticipated approximately \$3,000 in annual revenue to the Town would be lost. Lexington would continue to charge \$15 for each certified copy of a death certificate issued.

I have completed an informal survey of communities re: burial permit fees. Of the 98 responses, 49% of the communities do not charge a fee for disposition/burial permits.

30% of the 98 communities charge less than or equal to \$10

20% of the 98 communities charge greater than or equal to \$15 for a burial permit.

Of those communities charging fees, 60% charge \$10 or less, and 40% charge \$15 or greater.

I believe the elimination of any fee is justifiable upon implementation of the electronic death certificate processing system on or about August 1st.

Pending legislation is anticipated to increase the amount communities must charge for certified copies of vital records and is likely to compensate for any loss in disposition/burial permit fees collected.

Approval is sought to eliminate the disposition/burial permit fee effective August 1st.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

STAFF:

Rob Addelson, Asst. Town Mgr. for Finance

ITEM NUMBER:

I.9

SUBJECT: Approve Increase in Authorization for PEG Access Revolving Fund

EXECUTIVE SUMMARY:

At each annual town meeting, a spending ceiling is established for each revolving fund authorized under the provisions of MGL Chapter 44, Section 53E ½. At the 2013 annual town meeting, an FY14 spending ceiling of \$450,000 was voted for the PEG Access Fund, the fund that is used primarily to finance our contract with LexMedia and other related costs for the broadcast of public, educational and governmental programming. That ceiling was increased, per statutory procedure by a vote of the Selectmen and the Appropriations Committee to \$490,000 to finance the proposed installation of fiber optic cable in Bedford Street to provide a redundant pathway for the Town's computer network. Notwithstanding this increase, a fiscal year-end analysis of the PEG Access Fund shows that year-end spending will exceed the \$490,000 ceiling by approximately \$71,000. This additional spending is predominantly attributable to three factors: the allocation of a portion of the salary of a Facilities Department employee who supports the delivery of LexMedia governmental programming, particularly town meeting (\$13,274); legal services provided to the Communications Advisory Committee in support of its negotiation of cable contract renewals (\$4,880); and, the cost of fitting out the large meeting room at the Library to accommodate broadcasts by LexMedia (\$45,115) which was approved by the Board of Selectmen on July 29, 2013.

This agenda item seeks approval of the Board of Selectmen to increase the FY14 spending ceiling for the PEG Access revolving fund from \$490,000 to \$561,000 to cover the spending described above. Approval by the Appropriations Committee will be needed in addition to approval by the Board of Selectmen. There is adequate revenue in the Revolving Fund to support this increase. The current available balance in the fund is \$913,000.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION: Move to approve the increase in the FY14 spending ceiling for the PEG Access Revolving Fund from \$490,000 to \$561,000.

STAFF FOLLOW-UP:

Finance Department

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.10

SUBJECT:

Limousine License Renewals – R&M Ride

EXECUTIVE SUMMARY:

R&M Ride has provided the necessary paperwork to renew their Limousine License. A CORI check for Ronald and Veronica Magembe came back with no information. This renewal is for the period May 1, 2014 through May 1, 2015. The license will be subject to receiving an Inspection Report from the Police Department. At this time we are licensing only one vehicle since only one commercial vehicle is allowed by zoning regulations.

See attached information.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the application and issue one (1) Limousine License to R&M Ride, 24 Deering Avenue, subject to receiving a favorable Inspection Report from the Police Department.

STAFF FOLLOW-UP:

Selectmen's Office

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.11

SUBJECT:

Approve and Sign Eagle Letter Congratulating Justin Krasinski

EXECUTIVE SUMMARY:

You are being asked to sign a letter of commendation for Boy Scout Eagle Justin Krasinski. See attached letter requesting the commendation and the proposed eagle letter.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to send a letter of commendation to Justin Krasinski congratulating him on attaining the highest rank of Eagle in Boy Scouting.

STAFF FOLLOW-UP:

Selectmen's Office

July 22, 2014

Ms. Joe Pato, Chairman
Board of Selectmen
Town of Lexington
1625 Massachusetts Avenue
Lexington, MA 02420

Dear Ms. Pato, Chairman,

I am proud to inform you that Justin Krasinski, a resident of Lexington, Massachusetts and a member of Boy Scout Troop 160, has achieved the rank of Eagle Scout. This letter is to ask for your assistance in recognizing and honoring his recent achievement and service.

Justin joined Troop 160 when he was in seventh grade. He was eagerly welcomed by one of his close friends, a member of Troop 160, who then introduced him to many more friends through scouting. He joined the new scouts on the trail to First Class. By the end of the summer, he was working towards the rank of Star.

Justin always enjoyed camping and being outdoors, and channeled this passion of his in scouting. Throughout his years in scouting, he attended almost every single camping outing his troop provided and also attended a high adventure base twice. All of which, he did so with his close friends in his Troop. During weekly Troop meetings, he took the time and effort to assist younger scouts in their quest to become First Class as one of the Troop's guides. In his high school years he devoted his time to become the Assistant Patrol Leader of the new scouts. This advanced role allowed him to lead all of the younger scouts and share his expanding knowledge. In his final year of scouting, Justin took on the role of Junior Assistant Scout Master. In doing so, Justin took on the tasks of advising the Senior Patrol Leader and his assistants, while learning how to become an adult scout by also assisting the Scout Master.

Starting in the Fall of 2014, Justin will attend the engineering school at Rensselaer Polytechnic Institute (RPI), where he will major in aeronautical engineering. At RPI, he is also joining the Naval R.O.T.C. to aid him in his dreams of becoming a commercial pilot. By playing an active role in Boy Scouts and taking on leadership roles, Justin has gained the responsibility and guidance needed to help him be successful in not only his immediate future at RPI, but also throughout life.

Justin will receive his Eagle Scout award at an Eagle Scout Court of Honor on July 31, 2014 in Lexington, MA. We would appreciate you sending a letter of commendation to Justin and mailing the letter directly to our new Eagle Scout at the following address:

Justin Krasinski
47 School Street
Lexington, MA 02421

Thank you for taking time from your busy schedule to help our Troop and community recognize the achievements and service of Eagle Scout Justin Krasinski.

Sincerely,


Suzanne E. Barry

Boy Scout Troop 160 Eagle Scout Ceremony Coordinator
msmt4barry@verizon.net

June 2, 2014

Justin Krasinski
Troop 160
St. Brigid Parish
2001 Massachusetts Avenue
Lexington, MA 02421

Dear Justin,

Congratulations on attaining the highest rank in Scouting. We know the trail to Eagle has not always been an easy one and we recognize that you have had to work hard to get this far. Your time in positions of leadership within Troop 160, and the successful completion of your Eagle project, speaks to your dedication.

Being an Eagle is so much more than just another rank. It is a recognition of what you have achieved so far, but of more importance is the implied promise you have made to maintain the ideals of Scouting into your adult life.

We know that your family and fellow Scouts are proud of you and will look to you to be a leader as you continue your journey beyond Eagle.

Again, congratulations and good luck in all your future endeavors.

Sincerely,

Joseph N. Pato, Chairman

Peter C. J. Kelley

Norman P. Cohen

Michelle L. Ciccolo

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

STAFF:

Carl Valente

ITEM NUMBER:

I.12

SUBJECT:

Appointments: Council on Aging

EXECUTIVE SUMMARY:

I am requesting that the Board approve the Town Manager's appointment of Ellen Cameron and Richard McDonough to the Council on Aging. There were 10 applicants for these two open board seats. Staff also reached out to CAAL and IAL for candidates.

FINANCIAL IMPACT:

None

RECOMMENDATION / SUGGESTED MOTION:

Move to approve the Town Manager's appointment of: Ellen Cameron and Richard McDonough to the Council on Aging.

STAFF FOLLOW-UP:

TMO

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.13

SUBJECT:

Liaisons and Memberships on Boards and Committees

EXECUTIVE SUMMARY:

Attached is a list prepared by Joe of Selectmen Liaison/Membership assignments. This list will be revisited when a new Selectmen is elected. Let Joe know if you have any questions/concerns about these assignments.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

STAFF FOLLOW-UP:

Selectmen's Office

Board of Selectmen Liaisons, Etc.

Ciccolo

Board of Selectmen member
Community Center Advisory Committee Chair
Community Farming Committee member
Sidewalk Committee Liaison

Add:

*128 Central Corridor Coalition member
Boston Region Metropolitan Planning Organization Liaison
Cary Library Trustees member
Council on Aging Liaison
Greenways Corridor Committee Liaison
MAGIC member
MBTA Liaison
Transportation Advisory Committee Liaison
Youth Sports Council Liaison*

Cohen

Board of Selectmen member
Cary Library Trustees Executive Committee member
Cary Library Trustees member
Community Preservation Committee member
Electric Utility Ad Hoc Committee Liaison
Fund for Lexington Board Chair
Human Services Committee Liaison
Lexington Housing Assistance Board (LexHAB) Liaison
Policy Manual Committee Chair
Tax Deferral and Exemption Study Committee Liaison
Youth Services Council member

Add:

*Council for the Arts Liaison
Human Rights Committee Liaison
Sister City Group Liaison*

Kelley

Board of Selectmen member
Cary Library Trustees member
Design Advisory Committee Liaison
Economic Development Advisory Committee Liaison
Munroe Center for the Arts Board member
Noise Advisory Committee Liaison
Permanent Building Committee Liaison
Police Manual Policy Committee Liaison
Tourism Committee Liaison
Town Celebrations Committee Liaison
Townwide Facilities Master Planning Committee (Ad Hoc) member
Youth Commission Liaison

Add:

*Cary Memorial Building Renovation Design Committee Liaison
Council on Aging Liaison
Fund for Lexington Board member
Recreation Committee Liaison
Tree Committee Liaison*

Pato

2020 Vision Committee Liaison
Bicycle Advisory Committee Liaison
Board of Selectmen member, Chair
Cary Library Trustees Executive Committee member
Cary Library Trustees member
Center Committee Liaison
Communications Advisory Committee Liaison
Community Center Advisory Committee Liaison
Economic Development Advisory Committee Liaison
Historical Society Liaison
Housing Partnership Board Liaison
MWRA Advisory Board Liaison
Scenic Byway Working Group Liaison
Sustainable Lexington Committee Liaison
Townwide Facilities Master Planning Committee (Ad Hoc) member

Add:

*Commission on Disability Liaison
Energy Conservation Committee Liaison
Hanscom Area Towns Committee member*

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.14

SUBJECT:

Approve Changes to 2020 Vision Committee Charge

EXECUTIVE SUMMARY:

Attached is a proposed new charge for the 2020 Vision Committee that streamlines the language and specifies a membership of 13. Also attached is the current charge.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to adopt the revised charge for the 2020 Vision Committee.

STAFF FOLLOW-UP:

Selectmen's Office

20/20 VISION COMMITTEE

Members: 13
Appointed By: Board of Selectmen
Term Length: 3-years, staggered, September 30
Staff: Town Manager's Office

Description: The Lexington 20/20 Vision Committee's role is to identify a shared vision for Lexington's future and communicate that vision to municipal decision-makers. To pursue this role the Committee will:

- Engage the Lexington community to think about Lexington's long-term future.
- Identify and assess opportunities and challenges that may shape Lexington's future.
- Make recommendations to the Board of Selectmen and, as appropriate, the School Committee and Planning Board.
- Measure, track, and report progress on topics studied.

Method: The 20/20 Vision Committee draws on its own members' skills and experiences, recruits volunteers with special expertise, and specifically it:

- Conducts surveys of Lexington's residents on issues broadly affecting the community.
- Sponsors studies on issues of importance to Lexington's future via scope groups and task forces.
- Communicates results and recommendations to the elected boards and the community. Any and all recommendations of the Committee, including funding recommendations for facility upgrades or in support of the Committee's work, shall be made only to the Board of Selectmen unless the Selectmen direct otherwise. The Board of Selectmen may choose whether to further these recommendations, including presenting the request to Town Meeting, based on the Board's determination of what is in the best interests of the community.

Membership: The 20/20 Vision Committee seeks members who have an interest in and a commitment to the future of Lexington and a background in one or more of the following areas:

- Familiarity with the community (e.g. experience as an elected member of Town government or committee member; participation in a community group or organization; work in a Lexington business or profession.)
- Skills beneficial to performing the work of the Committee (e.g. demographics, finance, law, project management, social sciences, survey design, and analysis.)
- Fresh perspectives and a passion for the positive future of Lexington (e.g. new Lexington residents who are familiar with ideas or solutions that could potentially be applied for the benefit of Lexington.)

One representative from each of Lexington's three elected boards (Board of Selectmen, School Committee, Planning Board) shall be a member of the Committee.

Prior to serving as a member of the Committee, appointees are required to:

1. Acknowledge receipt of the Summary of the Conflict of Interest Statute. Further, to continue to serve on the Committee the member must acknowledge annually receipt of the summary of the Conflict of Interest Statute provided by and acknowledged by the Town Clerk.
2. Provide evidence to the Town Clerk that the appointee has completed the on-line training requirement required by the Conflict of Interest Statute. Further, to continue to serve on the Committee, every two years the member must acknowledge completion of the on-line training requirement.

Reference: Charge adopted by the Board of Selectmen on April 4, 2001.
Name change adopted by Board of Selectmen October 20, 2003.
Board of Selectmen voted to designate as Special Municipal Employees on 1/18/06.
Selectmen revised the charge to streamline the language and specify membership of 13 on July 28, 2014.

2020 VISION COMMITTEE

Members: Up to 20
Appointed by: Board of Selectmen
Length of Term: 3 years, staggered
Appointments Made: September 30
Meeting Time: As Posted

Description: The 2020 Vision Committee will be stewards of the January 2001 Status Report and monitor the implementation Process. Focusing on the goals, objectives, and action items, they will identify priorities, and those entities, which have responsibility. The Committee will not be involved in implementation directly, but will have ongoing interaction with appropriate town bodies around the implementation steps. The Committee will develop well-defined measures for tracking and a schedule for reporting on implementation progress.

The Committee will also keep larger constituencies engaged in the visions and goals, which belong to the entire community. Liaison, ongoing communication, and periodic reporting will keep the visions fresh. Finally, the Implementation Committee is responsible for recommending when the entire visioning process needs to be re-initiated.

Criteria for Membership: One representative from each of the three elected boards (Board of Selectmen, School Committee, Planning Board) shall be a member of the committee. The remaining members shall be Lexington residents or people working in Lexington who represent a variety of perspectives. Terms will be staggered to ensure ongoing renewal of the committee.

Ref.: Charge adopted by the Board of Selectmen on April 4, 2001.
Selectmen designated as Special Municipal Employees on January 18, 2006.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: I.15

SUBJECT:

Selectmen Committees

- a. Approve Revised Charge of the Monuments and Memorials Committee
 - b. Resignation/Appointments – Monuments and Memorials Committee
 - c. Resignation/Appointment – Fund for Lexington
 - d. Resignation – HATS
 - e. Resignation/Appointments – Town Report Committee
 - f. Reappointment – Munroe Center for the Arts
-

EXECUTIVE SUMMARY:

Mr. Kelley requested a change to the Monuments and Memorials Committee to reflect that the Selectmen would be a Liaison instead of a voting member. The Tourism Committee has requested that Bebe Fallick be appointed to the Monuments and Memorials Committee representing the Tourism Committee. Mr. Kelley will be the Selectman Liaison to the Committee and the Committee requested that Kathryn Jacobs be appointed a member.

Ms. Mauger has submitted her resignation from the Fund for Lexington Board. Mr. Kelley would like to become a member of the Fund for Lexington Board.

Ms. Mauger has submitted her resignation from the Hanscom Area Towns Committee.

Ms. Mauger has submitted her resignation from the Town Report Committee. Please appoint Tanya Morrisett and Hank Manz to the Town Report Committee.

Mr. Kelley's term on the Munroe Center for the Arts Board expires July 31, 2014. He would like to be reappointed for another 3-year term.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to accept the resignation of Peter Kelley from the Monuments and Memorials Committee.

Motion to appoint Kathryn Jacobs to the Monuments and Memorials Committee to fill the unexpired term of Peter Kelley until September 30, 2014.

Motion to appoint Bebe Fallick to the Monuments and Memorials Committee representing the Tourism Committee until September 30, 2015.

Motion to accept the resignation of Deborah Mauger from the Fund for Lexington Board, effective immediately.

Motion to appoint Peter Kelley to the Fund for Lexington Board.

Motion to accept the resignation of Deborah Mauger from the Hanscom Area Towns Committee,

effective immediately.

Motion to accept the resignation of Deborah Mauger from the Town Report Committee, effective immediately.

Motion to appoint Tanya Morrisett and Hank Manz to the Town Report Committee for terms to expire September 30, 2015.

Motion to reappoint Peter Kelley to the Munroe Center for the Arts Board for a 3-year term to expire July 31, 2017.

STAFF FOLLOW-UP:

Selectmen's Office

Monuments and Memorials Committee

Membership: Seven
Appointed by: Selectmen
Length of Term: 3 years, September 30 appointments, staggered
Meeting Times: As needed

Description: The Committee will develop and publish an inventory of existing public and private memorials within Lexington, assess the condition of these public memorials, and recommend to the Board of Selectmen an annual maintenance and restoration plan.

The Committee will be charged with identifying the need for new public memorials for veterans and/or other persons or events and recommend possible design and locations for such memorials. All records pertaining to actions of the Monuments and Memorials Committee shall be filed with the Town Clerk for archiving purposes.

Criteria for Membership: The Committee seeks members with one or more of the following backgrounds:

1. Is a military veteran or represents a veterans' organization;
2. Is knowledgeable about Lexington's history;
3. Has knowledge and expertise in design, construction and preservation of statuary and monuments.

The Chair will be appointed by the Board of Selectmen.

A liaison shall be identified from each of the following: Selectmen, Town Celebrations Committee, Department of Public Facilities, Department of Public Works, and the Lexington Historical Society.

The Veterans' Services Office shall provide staff support.

Prior to serving as a member of this Committee, appointees are required to:

1. Acknowledge receipt of the Summary of the Conflict of Interest statute. Further, to continue to serve on the Committee the member must acknowledge annually receipt of the Summary of the Conflict of Interest statute. Said summary will be provided by and acknowledged to the Town Clerk.
2. Provide evidence to the Town Clerk that the appointee has completed the on-line training requirement required by the Conflict of Interest statute. Further, to continue to serve on the Committee, the member must acknowledge every two years completion of the on-line training requirement.

Ref.: Charge adopted by the Board of Selectmen on March 26, 2014.
The Selectmen voted on April 7, 2014 to designate members of this committee as Special Municipal Employees.

Selectmen approved a revised charge to add a Selectmen Liaison on July 28, 2014.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

STAFF:

William P. Hadley, Director

ITEM NUMBER:

Consent



SUBJECT:

Commitment of Water and Sewer Charges

EXECUTIVE SUMMARY:

Commitment of Water and Sewer Charges Cycle 9 June 2014	\$ 313,777.63
Commitment of Water and Sewer Charges Finals June 2014	(\$53,798.45)

FINANCIAL IMPACT:

Allows the reconciliation with the General Ledger.

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Water and Sewer commitments and Adjustments as noted above.

STAFF FOLLOW-UP:

Revenue Officer



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2014
June 2014 Cycle 9 Billing

	CYCLE 9	GRAND TOTALS
	June 2014	
WATER	\$305,569.23	\$305,569.23
SEWER	\$3,281.00	\$3,281.00
FEE FOR BEDFORD	\$4,927.40	\$4,927.40
TOTAL:	\$313,777.63	\$313,777.63

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

Three hundred thirteen thousand, seven hundred seventy-seven dollars and 63/100

And pay the same into the treasury of the Town of Lexington and to exercise the powers conferred by law in regard thereto.


DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN

Treasurer/Collector, Director Public Works, Water/Sewer Billing

July 28, 2014



Department of Public Works
Town of Lexington
Water and Sewer Enterprise Funds
FISCAL YEAR 2014

	FINALS	GRAND TOTALS
	JUNE 2014	
WATER	(\$58,412.41)	(\$58,412.41)
SEWER	\$4,613.96	\$4,613.96
TOTAL:	(\$53,798.45)	(\$53,798.45)

To the Collector of Revenue for the Town of Lexington:

You are hereby authorized and required to levy and collect of the persons named in the list of water/sewer charges herewith committed to you and each one of his/her respective portion herein set down of the sum total of such list. Said sum being:

Negative fifty-three thousand seven hundred ninety-eight dollars and 45/00

And pay the same into the treasury of the Town of Lexington and to exercise the powers conferred by law in regard thereto.


DIRECTOR OF PUBLIC WORKS

BOARD OF SELECTMEN

Treasurer/Collector, Director Public Works, Water/Sewer Billing

July 28, 2014

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE: 7/28/14

STAFF: Lynne Pease

ITEM NUMBER: C.2-6

SUBJECT:

Consent

EXECUTIVE SUMMARY:

2. Approve the request of LexFUN to use the Battle Green on Saturday, October 25, 2014, from 9:30 a.m. to 12:00 noon for the annual Halloween Parade. Town Manager will approve the use of Buckman Tavern grounds.
3. Delegate Street Performer Licensing to Town Manager's Office (Chapter 76-3 of the Code of the Town of Lexington) until the Bylaw can be amended at the 2015 Annual Town Meeting.
4. Approve Cost of Living Adjustment for Non-Represented Staff Omitted from the List Voted on June 30, 2014.
5. Approve the Lexington Minute Men request for Cannon Salutes on the Battle Green during their Change of Command ceremony on Saturday, October 4, 2014 between 12:00 noon and 4:00 p.m., subject to receiving the necessary approval/permit from the Fire Department and contacting Public Works to schedule a walkthrough for the cannon prior to the event.
6. Approve the Selectmen minutes of May 19, 2014, June 2, 2014, June 9, 2014, June 16, 2014, June 19, 2014, June 30, 2014 and July 14, 2014.
7. Approve the Selectmen executive sessions minutes of May 19, 2014, June 2, 2014, June 30, 2014 and July 14, 2014.

See attached information.

FINANCIAL IMPACT:

RECOMMENDATION / SUGGESTED MOTION:

Motion to approve the Consent Agenda.

STAFF FOLLOW-UP:

Selectmen's Office



LexFUN!
c/o Colleen Gallagher
10 Chestnut Lane
Lexington, MA 02421

July 08, 2014

Lexington Selectmen
Office of Selectmen
Town of Lexington, Massachusetts
1625 Massachusetts Avenue
Lexington, MA 02420

Dear Lexington Selectmen,

LexFUN! (Lexington's Five & Under Network) is once again planning for our annual Halloween Parade. As you may recall, for the last several years we have organized a "parade" of preschoolers in costume around the Battle Green, followed by refreshments and arts and crafts across from the green, near the grounds of Buckman Tavern. Donations from parade attendees will go to support the Lexington Food Pantry.

I am writing to you for permission for the event, which we'd like to schedule for 9:30AM-12:00PM on Saturday, October 25th (with a rain date scheduled for Sunday, October 26th). In addition, to the use of the Green for the parade we would request to set up a few tables near Buckman Tavern for the refreshments and arts and crafts. Please note that in addition to the Board of Selectmen, I will also seek approval from the Town Manager, Health Department and Police Department.

I look forward to receiving the Board of Selectmen's permission for this event. I can be reached at 617-851-2939 if you have any additional questions.

Sincerely,


Colleen Gallagher

Lynne Pease

From: Linda Vine
Sent: Monday, July 21, 2014 2:33 PM
To: Lynne Pease; Norman Cohen
Subject: FW: Codification - 76-3 - street musicians (performers)
Attachments: 201406021151.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Lynne, Norman

I was going through e-mails and found this from Donna. Should we discuss and see what the best solution would be to handling?

Linda

From: Donna Hooper
Sent: Wednesday, June 04, 2014 8:54 AM
To: Lynne Pease; Linda Vine
Cc: Dianne Snell
Subject: Codification - 76-3 - street musicians (performers)

There is an apparent conflict with the general bylaws 76-3 and the practices of the Town re: street performer licenses. The bylaw stipulates approval must be made by the Selectmen. Our practices appear to be that the Town Manager authorizes performers.

If so, a change in the bylaw or a change in the practices seems warranted.

Can you confirm and identify next steps?

Thanks,

Donna

Donna M. Hooper, Town Clerk
Town of Lexington
dhooper@lexingtonma.gov
781-862-0500 x84551** new extension**

*Town of Lexington, MA
Thursday, July 24, 2014*

Chapter 76. LICENSES AND PERMITS

§ 76-3. Street musicians.

No person shall sing, play or perform on any musical instrument in any street or public place and solicit or receive any compensation or contribution therefor from bystanders or the public without first having obtained a license therefor from the Selectmen.

AGENDA ITEM SUMMARY

LEXINGTON BOARD OF SELECTMEN MEETING

DATE:

July 28, 2014

PRESENTER:

ITEM NUMBER:

Consent Agenda

SUBJECT:

Approve Cost of Living Adjustment for Non-Represented Staff omitted from the list voted on June 30, 2014.

EXECUTIVE SUMMARY:

- A 2% cost of living adjustment for Fiscal Year 2015 for two (2) positions that were omitted from the list approved on June 30, 2014.
 - Assistant to the Project Manager – Department of Public Facilities
 - Recording Secretary – Department of Public Facilities
-

FINANCIAL IMPACT:

This cost of living adjustment for non-represented staff is within the amount allocated in FY15 operating budgets.

RECOMMENDATION / SUGGESTED MOTION:

Move to approve and authorize a cost of living adjustment for non-represented employees for Fiscal Year 2015.

STAFF FOLLOW-UP:

TMO/Human Resources
